



PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK RELATED TO COVID-19

The individual named below (referred to as "I" or "me"), in consideration of my desire to use or participate in the services of Fitness Alive LLC., a for-profit business in the nature of a pool club and fitness facility, located at 1425 Arch Street, b level, Philadelphia PA 19102, and 714 Reed Street, Philadelphia, PA 19147, which conducts its operations by and through its owners, officers, agents, employees, coaches, contractors, members, and all other persons or entities acting in any capacity on their behalf (collectively, "Fitness Alive"), and my desire to use the facilities, and equipment owned or made available by or present at Fitness Alive, or participate in Fitness Alive's activities, events, or programs, and in recognition of Fitness Alive's reliance hereon, I, on behalf of myself and my children, heirs, assigns, personal representative(s), and estate, agree to the terms and conditions set forth in this agreement (this "Release") as follows:

1. I understand that during this COVID-19 Public Health Emergency I will not be permitted to enter the facility without a face covering. If I have a child/children with me, I understand that those aged 3 and older will not be permitted to enter without a face covering. I further understand that face coverings must be worn at all times except when swimming in the pool.
2. I understand that while in the facility, I must practice social distancing and remain 6ft from all other people, except my own child.
3. I understand that I must follow all facility rules, including those listed on the Fitness Alive website (fitnessalivephilly.com/covid), as well as those posted or otherwise directed at the facility. I further understand that these rules may change from time to time in accordance with public health guidance.
4. I understand that to enter the facility premises my child and all members of my household must be free from COVID-19 symptoms.

Symptoms include:

- Fever of 100.4 degrees F or higher
- Dry cough
- Shortness of breath
- Chills
- Loss of taste or smell
- Sore throat
- Muscle aches
- Rash of an unknown origin
- Diarrhea

While Fitness Alive understands that many of these symptoms can also be related to non-COVID-19 related issues, we must proceed with an abundance of caution at this time. **These**

symptoms typically appear 2-14 days after exposure to the virus so please take them seriously. You/your child will need to be symptom free without any medications for at least 48 hours, and a doctor's clearance and/or any recommended testing may be required before returning to the facility. If you receive a COVID positive test result, you must alert Fitness Alive immediately; you will not be permitted to return for 10 days, must be symptom free without medication at return, and must have a doctor's note permitting swimming.

5. I understand that prior to receiving services from Fitness Alive, all persons entering the facility will have their temperatures read. If I or anyone from my household has a temperature of 100.4 degrees or above, or exhibits any symptoms on the checklist, I will not be permitted to receive services. **Those who show symptoms of illness will be asked to leave the facility at Fitness Alive's discretion, are not eligible for a makeup, and will be charged 100% of the lesson/class fee.**

6. I understand that outside of swim lessons, in order to control my/my child's exposure in the community, I will comply with any and all CDC recommendations, state and local restrictions and recommendations regarding limiting/reducing my/my child's risk for exposure including wearing a mask in all public areas, when feasible, and remaining 6ft from all other people.

8. I will notify Fitness Alive via phone (267-702-6043) or email (appointments@fitnessalivephilly.com) if I become aware of any person with whom I/my child have had contact exhibits any of the symptoms listed in Number 4 above, is advised to self-isolate, quarantine, or has tested positive, or is presumed positive for COVID-19.

9. I understand that while present in the facility I/my child will be in contact with others who are also at risk of community exposure. I understand that no list of restrictions, guidelines or practices will remove 100% of the risk of exposure to COVID-19 as the virus can be transmitted by persons who are asymptomatic and before some people show signs of infection. I understand that I play a crucial role in keeping everyone in the facility safe and reducing the risk of exposure by following the practices outlined herein.

10. I voluntarily agree to assume all of the foregoing risks related to COVID-19 and other infectious diseases and accept sole responsibility for any injury, illness, harm, disability, or death that I may experience or incur in connection with my presence at or utilization of Fitness Alive. I hereby expressly waive and release any and all claims, now known or hereafter known, against Fitness Alive, on account of injury, illness, harm, disability, death, or emotional distress, whether arising out of the ordinary negligence of Fitness Alive or otherwise. I covenant not to make or bring any such claim against Fitness Alive, and forever release and discharge Fitness Alive from liability under such claims.

11. I further agree to defend, indemnify, and hold harmless Fitness Alive against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, other fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against Fitness Alive arising out or resulting from any claim of a third party related to my

presence at or utilization of Fitness Alive, including any claim related to my own negligence or the ordinary negligence of Fitness Alive.

12. I certify that I and my child/children have adequate medical insurance to cover any bodily injury, illness, or disability that may be caused or result from my/our use of Fitness Alive, or otherwise agree to cover those costs myself.

13. I understand that this Release constitutes the sole and entire agreement between me and Fitness Alive with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. If any portion of this Release is found void or unenforceable, the remaining portions shall remain in full force and effect, with this Release being interpreted under the laws of the Commonwealth of Pennsylvania.

By digitally signing with date and timestamped signature, I acknowledge that I have had sufficient opportunity to read this entire Release, that I have read it and understand it, and I agree to be bound by its terms.