

**COVID-19 AND COMMUNICABLE DISEASES ADDENDUM: WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT**

**NOTICE: FOR ALL MINOR STUDENTS UNDER THE AGE OF EIGHTEEN (18), THIS AGREEMENT MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN OR CUSTODIAN.**

Studio 202, Inc., d/b/a ACROFITNESS® (hereinafter, “Acrofitness”) offers access to its fitness facilities, classes, and programing geared toward children, and the following terms, conditions, and notices shall apply to all use of Acrofitness facilities. Please review carefully. These terms, conditions, and notices (hereinafter, the “Agreement”) include disclaimers and limitations of liability.

THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF STUDENT’s (as defined below) ability to participate, provide services for, conduct, prepare for or participate in any fitness activities, classes, or programing related to STUDENT’s use of any Acrofitness facilities, including but not limited to any fitness centers, classes, programing, or equipment (hereinafter, the “Activities”). By signing this Agreement and voluntarily accessing and using the Acrofitness facilities and/or participating in the Activities, the UNDERSIGNED parent, guardian, or custodian (hereinafter, the “UNDERSIGNED”) of STUDENT, a minor child under that age of eighteen (18), on behalf of himself/herself, STUDENT, and his/her or STUDENT’s heirs, executors, administrators, assigns, employees, contractors, invitees, personal representatives, and next of kin (hereinafter, collectively, the “STUDENT”) hereby does knowingly and voluntarily waive any and all rights, claims, or causes of action of any kind whatsoever arising out of the use and/or misuse of the Acrofitness facilities or the Activities, and do hereby release and forever discharge Acrofitness and its affiliates, managers, members, agents, representatives, successors, and assigns, for any physical or psychological injury, including but not limited to, death, disease, damages, economical or emotional loss, that STUDENT may suffer as a direct result of STUDENT’s use of the Acrofitness facilities and/or participation in the Activities. Continued access and use of the Acrofitness facilities or participation in the Activities indicates the UNDERSIGNED and STUDENT agree to these terms.

**DISCLOSURE:** On Wednesday March 11, 2020, the World Health Organization officially designated the novel coronavirus and COVID-19 as a pandemic. Additionally, various government entities and agencies in North Carolina, the United States, and throughout the world have taken measures or otherwise issued proclamations designed to stem the spread of the novel coronavirus. The Centers for Disease Control and Prevention (hereinafter, the “CDC”) has also issued safety precautions and guidance related to the novel coronavirus and preventing its spread. For more information about the novel coronavirus and COVID-19, please visit the CDC’s website and/or consult with your local public health agency or physician.

On March 23, 2020, in response to the public health emergency, Governor Roy Cooper issued Executive Order No. 120 providing further limitations on mass gatherings as well as ordering the closure of gyms, fitness centers and other venues until April 25, 2020. On March 27, 2020, Governor Cooper issued Executive Order No. 121 ordering all individuals to stay at home and the closure of all businesses and cessation of all operations, except for those deemed essential or that could maintain social distancing requirements.

Even during these trying times, Acrofitness remains committed to promoting quality mental and physical health for all of its students. To that end, Acrofitness remains open to continue serving the people of Mooresville and Lake Norman by continuing to inspire children to develop a love for movement and maintain their own quality mental and physical health. For the safety of the Acrofitness community during this public health emergency, Acrofitness has taken and continues to take reasonable precautions to maintain a clean, safe, and sanitary environment while still offering its students the top-notch experience they know and deserve.

Additionally, students are strongly encouraged to be mindful in their use of the Acrofitness facilities and participation in the Activities in order to help maintain a clean and safe facility for all students. Students are further encouraged to take extra care in using hand sanitizer, wearing personal protective equipment, and helping to keep the Acrofitness facilities clean. Furthermore, students and their parents, relatives, or visitors are encouraged to stay home (1) if they are experiencing symptoms of COVID-19, including but not limited to fever, cough, or shortness of breath, or are otherwise feeling ill; (2) if they have traveled outside of the country in the preceding 14 days; (3) if they have been directed to quarantine, isolate, or self-monitor; or (4) if they have come into contact with any person in the preceding categories.

Additionally, students and their parents, relatives, or visitors are required to abide by the following social distancing requirements as set forth in Executive Order No. 121 (and any such further requirements that may be imposed in the future):

- a) maintaining at least six (6) feet distancing from other individuals (between and among employees and other students or individuals);
- b) washing hands using soap and water for at least twenty (20) seconds as frequently as possible or the use of hand sanitizer;
- c) regularly cleaning high-touch surfaces; and
- d) facilitating online or remote access by customers if possible.

Acrofitness also encourages its students and their parents, relatives, or visitors, who may not be comfortable participating in person at this time, to take advantage of our virtual class and program offerings accessible through our Google Meet and Vimeo classes.

**TERMS OF USE:** Access to and use of the Acrofitness facilities and participation in the Activities is offered to STUDENT conditioned upon the UNDERSIGNED's acceptance without modification of the terms, conditions, and notices contained herein.

**REPRESENTATIONS:** By signing this Agreement and accessing or using the Acrofitness facilities and/or participating in the Activities, the UNDERSIGNED agrees, represents, and warrants that:

1. Neither the UNDERSIGNED nor STUDENT have travelled internationally within the preceding 14 days;
2. Neither the UNDERSIGNED nor STUDENT are experiencing symptoms of COVID-19, including but not limited to fever, cough, or shortness of breath;
3. Neither the UNDERSIGNED nor STUDENT have been directed to quarantine, isolate, or self-monitor;
4. Neither the UNDERSIGNED nor STUDENT have knowingly been exposed to COVID-19;
5. Neither the UNDERSIGNED nor STUDENT are suspected to have or has not been diagnosed or confirmed with a case of COVID-19;
6. Neither the UNDERSIGNED nor STUDENT resides with and has not been in close contact with any person in the aforementioned categories; and
7. The UNDERSIGNED and STUDENT will abide by the regulations of Acrofitness including those contained herein, posted elsewhere, or provided to STUDENT and/or the UNDERSIGNED by email or other form of communication.

The UNDERSIGNED further acknowledges that it is his or her responsibility to do all of the following: (1) exercise caution and follow any federal or state laws, regulations, or orders, including but not limited to, any CDC or other public health agency issued protocols (including without limitation those guidelines specifically referenced herein) to protect the health of the UNDERSIGNED and STUDENT; (2) instruct STUDENT to cease any activity and promptly report any physical discomfort, illness or complications while participating in any Activity; and (3) clear STUDENT's participation in any Activity with STUDENT's personal physician. The UNDERSIGNED also agrees, represents and warrants, that he or she will not allow STUDENT to participate in any Activity if any of the above representations are untrue or inaccurate or if any changed circumstances results in any of the above representations becoming untrue or inaccurate.

**EXPRESS ASSUMPTION OF RISK:** The UNDERSIGNED hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, it CANNOT GUARANTEE that the UNDERSIGNED or STUDENT will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. The UNDERSIGNED further acknowledges and understands that, in general, members of fitness centers are always at risk of contracting communicable diseases while engaging in such Activities and that it is the UNDERSIGNED's personal responsibility to ensure the UNDERSIGNED's and STUDENT's own health and safety. Furthermore, the Activities could increase the UNDERSIGNED's or STUDENT's risk of contracting COVID-19. By signing this Agreement and accessing or using the Acrofitness facilities and/or participating in the Activities, the UNDERSIGNED is doing so for their own benefit and the benefit of STUDENT and acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that the UNDERSIGNED and/or STUDENT may be exposed to or infected with COVID-19 or any other disease, illness, ailment, virus, disorder, or sickness, from the Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. The UNDERSIGNED understands that the risk of becoming exposed to or infected with COVID-19 by STUDENT's participation in the Activities may result from the actions, omissions, or negligence of others and/or the UNDERSIGNED or STUDENT, including, but not limited to, the RELEASEES (as defined below). The UNDERSIGNED hereby expressly and voluntarily assumes all such risks and dangers whether presently known or unknown.

**WAIVER AND RELEASE:** The UNDERSIGNED hereby RELEASES, WAIVES, AND FOREVER DISCHARGES, Studio 202, Inc., d/b/a ACROFITNESS® (and its parents, affiliates and subsidiaries), or any subdivision thereof, any promoter, participant, association, officials, owners and lessees of the premises used to conduct the Activities, insurers, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the Activities, and each of their respective parents, subsidiaries, affiliated corporations and entities, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, and all other persons or entities participating or involved in the activities (hereinafter collectively, the "RELEASEES"), from any and all actions, causes of action, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, covenants, agreements, commitments, undertakings, promises, liabilities, obligations, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, asserted, accrued, unaccrued, actual, contingent, or otherwise, direct or indirect and whether or not concealed or hidden arising out of, on account of or relating to any INJURY TO OR RESULTING IN DEATH (including but not limited to INJURY TO OR RESULTING IN DEATH FROM COVID-19) of the UNDERSIGNED or

STUDENT arising out of or related to any of STUDENT's Activities (hereinafter, the "RELEASED CLAIMS"). The UNDERSIGNED covenants that the UNDERSIGNED shall not directly or indirectly, bring, commence, institute, maintain, prosecute, aid or fund in any way any action of any kind or otherwise assert against any of the RELEASEES anywhere in the world any RELEASED CLAIM on behalf of either the UNDERSIGNED or the STUDENT.

**INDEMNITY AND HOLD HARMLESS:** The UNDERSIGNED hereby agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS, to the fullest extent permitted by law, the RELEASEES from losses, liabilities, obligations, claims, damages, settlements, injunctions, suits, actions, proceedings, demands, charges, fines, penalties, costs and expenses of every kind and nature, including reasonable fees, expenses and disbursements of attorneys, accountants and other professionals imposed upon, asserted against or incurred by any RELEASEE in connection with, arising out of or relating to (i) any Released Claim or (ii) STUDENT's Activities, in each of (i) and (ii), whether caused by the ordinary negligence of the RELEASEES or otherwise and including and/or arising out of the UNDERSIGNED's or STUDENT's improper and/or tortious conduct in connection therewith.

**INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** The UNDERSIGNED fully acknowledges and understands that COVID-19 is extremely contagious. The UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY OR DEATH. The UNDERSIGNED acknowledges that he or she has been informed that the UNDERSIGNED's and STUDENT's PERSONAL SAFETY CANNOT BE GUARANTEED. The UNDERSIGNED acknowledges that STUDENTS participation in the Activities are completely voluntary, and he or she believes that the potential benefits of participation and/or services provided outweigh the risk and danger associated with COVID-19. For more information please see the Center for Disease Control's website at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>.

**ENTIRE OBLIGATION:** The UNDERSIGNED acknowledges that this Agreement states the entire obligation of Acrofitness with respect to the Acrofitness facilities and the Activities and that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this Agreement is held void, invalid, unenforceable, or illegal, including, but not limited to the liability disclaimers and liability limitations set forth above, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy.

**CHOICE OF LAW:** This Agreement, and all controversies, claims, and disputes arising or relating to this Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina without regard to its choice of law principles and exclusive venue for any disputes hereunder shall be in the general court of justice for Iredell County, North Carolina.

**MODIFICATION OF TERMS AND CONDITIONS:** Acrofitness reserves the right to change the terms under which the Acrofitness facilities or the Activities are offered at any time without notifying the UNDERSIGNED or STUDENT.

The UNDERSIGNED, on behalf of himself or herself and STUDENT, hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and the UNDERSIGNED agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. THE UNDERSIGNED HAS COMPLETELY READ ALL PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. THE UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND THE UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. The UNDERSIGNED was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of his or her choice. The UNDERSIGNED was also offered a copy of this Agreement.

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STUDENT'S NAME (PRINT)

DATE OF BIRTH: \_\_\_\_\_

\_\_\_\_\_  
PARENT'S, GUARDIAN'S, or CUSTODIAN'S NAME (PRINT)

DATE OF BIRTH: \_\_\_\_\_

\_\_\_\_\_  
PARENT'S, GUARDIAN'S, or CUSTODIAN'S SIGNATURE

DATE: \_\_\_\_\_