

TriSystem Center

Client Waiver

COVID-19 WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Member/Participant Name: (Please Print) _____

The TriSystem Center, 8898 Clairemont Mesa Blvd., Suite J, San Diego, Ca 92123

Owner: Jeff Kotterman

IN CONSIDERATION for being permitted to participate in the TriSystem® Center physical fitness sessions provided by **Jeff Kotterman** at the TriSystem® Center, I, on behalf of myself and all persons and entities claiming by, through or under me hereby acknowledge, agree and represent that I have inspected and carefully considered the TriSystem® Center, the TriSystem® Center premises, equipment and facilities, and I find and accept the same as being safe and reasonably suited for my use and/or participation in classes provided at the TriSystem® Center.

I acknowledge that the novel coronavirus ("COVID-19") is a global pandemic and that infections have been confirmed throughout the United States and Internationally, including in the state in which the TriSystem® Center is located. I further understand and acknowledge that the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency. Further, the state in which the TriSystem® Center is located declared a State of Emergency because of COVID-19.

I understand and acknowledge that **the Owner, Jeff Kotterman** cannot guarantee my safety or immunity from infection. There is no known vaccination for COVID-19. The mode by which COVID-19 is transmitted or how long it remains on surfaces or in the air is not entirely known. I fully understand, acknowledge and appreciate these facts and the uncertainty of the virus and how it may impact my health. I knowingly and voluntarily assume all risks associated directly or indirectly with participating in any activity at the TriSystem® Center, including classes, traveling to and from the TriSystem® Center, entering and existing the TriSystem® Center premises, using equipment at the TriSystem® Center, interacting with other persons at or around the TriSystem® Center, and/or using facilities within the TriSystem® Center premises, including restrooms (collectively, the "Voluntary Activity"). With this understanding, **I knowingly and voluntarily waive and release the Owner, Jeff Kotterman, the TriSystem® Center, TriSystem Nutrition, and/or their respective directors, officers, employees, volunteers and agents (collectively, the "Releasees"), from any and all present and future claims of any type, including for any harm or loss, economic loss, personal injury, disease, death and property damage suffered by me. I agree to indemnify and hold harmless, and covenant not to sue, the Releases for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorneys' fees, and/or other loss, including arising out of or related, whether directly or indirectly, to any Voluntary Activity.**

I represent and attest that:

1. I am not experiencing any symptoms of illness. I do not have a fever or cough and am not experiencing shortness of breath. If I develop any of these symptoms, or if I have a suspected or diagnosed case of COVID-19, I agree that I will not attend or participate in any class at the TriSystem® Center, or otherwise enter or be physically present at the TriSystem® Center.
2. I agree to follow any and all safety protocols that have been or will be implemented by Owner, including those that are posted at the TriSystem® Center and those that are sent to me electronically including by text message, SMS and/or email, as well as those posted on the website for the TriSystem® Center. I acknowledge that the Owner may change these protocols at any time and I agree to abide by any and all such changes.
3. I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19.
4. I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities.
5. I am and will continue to follow recommended guidelines as much as possible, including practicing social distancing, trying to maintain separation of six feet from others and otherwise limiting by exposure to COVID-19.
6. I will not visit or use the TriSystem® Center or the TriSystem® Center facilities, services and/or programs of the TriSystem® Center within 14 days after (i) returning from a highly impacted area subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, and/or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. I agree to regularly check the CDC Travel Health Notices including those listed at the

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following site: (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) before using the TriSystem® Center, attending classes at the TriSystem® Center, or otherwise participating in services and/or programs available at the TriSystem® Center.

7. I agree to notify the Owner, **Jeff Kotterman** immediately if I believe that I am experiencing any symptoms of COVID-19 and/or if I have a suspected or diagnosed case of COVID-19.

I fully understand and appreciate both the known and potential dangers of using the TriSystem® Center, its facilities, equipment, services and programs and acknowledge that the use thereof by me may, despite the Owner **Jeff Kotterman's** reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

I expressly and knowingly waive all rights under California Civil Code Section 1542, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

I agree and acknowledge that use of the TriSystem® Center and its facilities and services may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death and/or property damage. I HEREBY ASSUME FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY DEATH OR PROPERTY DAMAGE to me, including due to negligence, active or passive, or otherwise while in, about or upon the premises of the TriSystem® Center and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the TriSystem® Center. I acknowledge that any illness or injuries that I contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and I waive any claim in respect thereof.

I further expressly agree that the foregoing COVID-19 WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE RELEASES IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGES, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID - 19 AT ANY TRISYSTEM® CENTER OR PROGRAM AND ALL ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS AND IS BINDING ON ME, MY HEIRS, FAMILY, ESTATE, REPRESENTATIVES AND ASSIGNS.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND AGREE TO ITS TERMS.

By (Signature):

Print Name:

Date: ___/___/_____