

Exercise Waiver and Release Form

I _____, have enrolled in a CAMBRIAN FIT workout session/activity/tour. I recognize that the workouts may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities. I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or otherwise limit my full participation in this physical activity.

In addition, I am fully aware of the risks and hazards connected with the participation in the physical program including, but not limited to, physical injury or even death. I hereby elect to voluntarily participate in this workout activity knowing that the associated physical activity may be hazardous to me and/or my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, OR LOSS OR DAMAGE TO PROPERTY OWNED BY ME, AS A RESULT OF PARTICIPATION OF WORKOUTS AT THE CAMBRIAN FIT GYM.

I hereby release, waive, discharge, and covenant not to sue CAMBRIAN FIT / ESPWRX and/or any of its officers, servants, agents, consultants, volunteers, and/or employees from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury (including, but not limited to, death) that may be sustained by me, or to any property belonging to me, while participating in this program, or while on or upon the premises where the event is being conducted including, but not limited to, any claims arising under negligence.

It is my expressed intent that this waiver and release shall bind any and all members of my family including, but not limited to, my spouse, if I am alive, and my heirs, assigns, and personal representatives, if I am deceased. It is also my expressed intent that this waiver and release shall also be deemed a full release, waiver, discharge, and covenant not to sue insofar as my aforementioned family members, heirs, assigns, and personal representatives are concerned.

In agreeing this waiver and release, I acknowledge and represent that I have read and understand the foregoing and hereby sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I hereby execute this waiver and release for valuable consideration, intending to be bound by the same.

Full legal name

Signature

Date

Children under age 15 are not permitted. If between ages of 15-18 years of age please have your parent or guardian sign.

Full name of Parent or Guardian

Signature Parent or Guardian

Date

COVID-19 Liability Release Waiver

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions to which Cambrian Fit/ESPWRX adheres.

In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

I am aware of the existence of the risk on my physical appearance to the venue and my participation to the activity of a **Gym Workout/Session/Tour** that may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death. I have not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days. I have not, nor any member(s) of my household, traveled by sea or by air, internationally within the past 30 days. I did not, nor any member of my household, visit any area within the United States that was reported to be highly affected by COVID-19, in the last 30 days. I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 30 days.

Following the pronouncements above I hereby declare the following:

I am fully and personally responsible for my own safety and actions while and during my participation and I recognize that I may be in any case be at risk of contracting COVID-19. With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19. I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising

whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

By signing below I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation.

This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted. First

First Name

Last Name

Signature

Date