



CORONAVIRUS/COVID-19 WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND AGREEMENT TO ABIDE BY SAFETY PROTOCOLS

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19 at this time. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Momentous Sports Center, LP (MSC) cannot prevent anyone visiting the MSC gym facility or corporate offices, located at 14522-4 Myford Rd., Irvine CA 92606 (collectively, the "Facilities"), from becoming exposed to, contracting, or spreading COVID-19. It is not possible to prevent against the presence of the disease. Therefore, anyone entering the MSC Facilities may be exposing themselves to and/or increasing their risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: The undersigned, including all parents and guardians of minors on their behalf as applicable, and if a program operator, on behalf of all of program operator's program participants, hereby stipulates that they have read and understood the above warning concerning COVID-19 and voluntarily chooses to accept all said risks of contracting COVID-19 in order to utilize the MSC's Facilities.

WAIVER OF RIGHT TO SUE: The undersigned further forever waives their rights to bring any claim, action or suit against MSC and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19. This waiver is broad and comprehensive and includes relinquishing all rights to bring any claims whatsoever including for personal injuries, death, disease, property losses, or any other loss, including but not limited to, claims of negligence and seeking damages, whether known or unknown, foreseen or unforeseen.

AGREEMENT TO ABIDE BY SAFETY PROTOCOLS: The undersigned hereby stipulates that they have reviewed, understand, and agree to abide by, MSC's written Safety Protocols which are openly published (www.momentoussportscenter.com/covid19) and readily viewable. If, in the sole discretion of MSC's representatives, it is determined that any person on the MSC premises is not fully complying with the Safety Protocols, such person may be required to leave the premises, without refund, and/or not be permitted to use MSC's Facilities in the future.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND
FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVER OF RIGHTS AS DESCRIBED ABOVE.**

Organization Name (if applicable): _____

Authorized Signer's Name and Title: _____

Signature: _____ Date: _____