

## ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER OF LIABILITY

In consideration of the permission granted to me to access, use and/or otherwise avail myself of those certain facilities available to me as a user or guest at the facility operated by CSF Aquatics, LLC ("**Club**"), I, the undersigned, on behalf of myself, hereby irrevocably and unconditionally release, discharge, hold harmless, indemnify, and covenant not to sue the Club, CSF H2O Holdings, LLC and any other legal entities related to the operation or ownership of the Club, affiliates, subsidiaries, members, employees, officers, instructors, volunteers, aides, contractors and/or agents (collectively, the "**Released Parties**") from any and all liabilities, injuries, illness, disability, death, losses, claims, damages, demands, rights of action or causes of action, including those arising out of or related to potential exposure to the novel coronavirus COVID-19, present or future, known or unknown, foreseen or unforeseen, arising out of or in any manner resulting from my presence at or use of the Club or the facilities, including the pool, locker room(s), and Strength and Conditioning Center, any real property upon which the Club is located or otherwise used in connection with the Club, any improvements, rental equipment, personal property, apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club (collectively, "**Club Facilities**"), whether caused in whole or in part by the negligence, acts, omissions, carelessness, or other conduct of the Released Parties (collectively, "**Claims**"). This Assumption of Risk, Indemnification and Waiver of Liability (this "**Release**") shall be binding upon my heirs, executors, administrators and assigns. Further, I hereby agree to release and discharge the Released Parties from any and all liability for any loss or theft of, or damage to, any personal property within the Club.

**ASSUMPTION OF RISK:** I understand that my access to, use of, or participation at the Club Facilities, and the various attractions offered by the Club, including but not limited to engaging in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club (collectively, "**Activities**"), carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Further, I understand that there are inherent risks associated with swimming and participation in water-related and other recreational activities, including but not limited to those associated with use of the pool and exercise equipment and facilities, and other Club Facilities (as applicable). Some of these risks are outlined below, but there may be other, unknown risks that are an inevitable part of using the Club Facilities and participating in Activities. Because of these risks and hazards, serious accidents can occur, including but not limited to falling, drowning, physical contact with another person or equipment, encountering wildlife, hitting the pool bottom, bad weather, sun exposure, and complications of any existing or developing medical conditions. All of these risks and hazards, and others not listed here, may result in injuries severe enough to require serious medical care, short or long-term disability, dismemberment or death. **[Non-swimmers shall not participate in water activities. By signing this Release, the undersigned acknowledges that he or she is in good health, knows how to swim and can swim to safety.]** The undersigned acknowledges that the Club does not provide supervision, instruction, or assistance for the use of all Club Facilities. The undersigned agrees to comply with all rules imposed by the Club regarding the use of Club Facilities and equipment, as amended from time to time. The undersigned agrees to conduct himself or herself in a controlled and reasonable manner at all times, and to refrain from using any Club Facilities in a manner inconsistent with its intended design and purpose.

Further, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Club and participating in Activities and that such exposure or infection may result in personal injury, illness, disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Released Parties and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any Claims that I may experience or incur in connection with my attendance at the Club or participation in Activities.

My access to, use of, or participation in Activities is completely voluntary, and I assume all risk associated therewith, including, without limitation, scrapes, lacerations, impact injuries, illness, infection, mental stress and anxiety, weather conditions, slips and falls, equipment failure, sexual assault, damage to property, drowning, disfigurement, death, and any other risks foreseeable or not foreseeable. I authorize the Released Parties to call for medical care if, in the sole opinion of the Released Parties, medical attention is prudent or needed and I hereby agree to pay all costs associated with such medical care. **IN EXCHANGE FOR THE CLUB OWNER ALLOWING ME TO USE THE CLUB FACILITIES AND THE OPPORTUNITY TO PARTICIPATE IN ANY SERVICE, ACTIVITY, OR EVENT ASSOCIATED WITH THE CLUB, I AGREE THAT I WAIVE AND FOREVER RELEASE THE RELEASED PARTIES FROM LIABILITY FOR ANY CLAIMS. IN OTHER WORDS, I ASSUME ALL THE RISKS AND ALL THE RESPONSIBILITY FOR MY OWN WELLBEING.**

**INDEMNIFICATION:** I agree to defend, indemnify and hold harmless the Released Parties from and against any and all losses, damages, claims or suits arising out of or caused by my intentional or negligent acts or omissions in connection with the Club, including personal injury, property damage, my use of Club Facilities or participation in Activities.

**WAIVER OF LAWSUIT/LIABILITY:** I hereby waive, release, covenant not to sue, discharge, and hold harmless the Released Parties of and from any Claims arising out of or relating to use of the Club, Club Facilities or participation in Activities. I understand and agree that this Release waives any Claims based on the actions, omissions, or negligence of the Released Parties, whether during, or after participation in any Activity. I understand this Release means I give up my right to bring any Claims.

**COVID-19 SYMPTOMS:** I acknowledge and agree that I have not experienced any known symptoms of COVID-19 (e.g., fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or



new loss of taste or smell) (collectively, "**Symptoms**") or come into contact with someone with a suspected or confirmed case of COVID-19 within the last 7 days, or otherwise provided for by the Center for Disease Control ("**CDC**"). I further agree that I will not visit or use the Club facilities if I have experienced any Symptoms or have come into contact with someone with a suspected or confirmed case of COVID-19 within the 7 days, or otherwise provided for by the CDC, prior to such visit or use.

**OTHER TERMS: I HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY DISPUTE RESOLUTION ARISING OUT OF THIS RELEASE.** I fully understand and agree that (a) this Release is a release of, without limitation, any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of the acts, omissions and negligence of the Released Parties; (b) this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida; (c) if any portion of this Release is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (d) I have read this Release in its entirety and have had the opportunity to ask any questions about this Release and I fully understand its terms and meaning.

I, the undersigned, hereby agree that if while participating in the Activities or using the Club Facilities, I observe any unusual hazard or condition, which I believe jeopardizes my personal safety, I will remove myself from participation in the Activities and/or use of the Club Facilities and immediately bring said hazard or condition to the attention of the Club. I further agree that that the risk of injury while participating in the Activities and using the Club Facilities can be reduced by following the rules and through the use of common sense and good judgment. **My signature below, in physical or digital form, reflects my express assent to be bound to the terms of this Release.**

**ELECTRONIC SIGNATURE:** Pursuant to Section 668.50, Florida Statutes, this Release may be electronically signed and such electronic signatures are the same as handwritten signatures for purposes of validity, enforceability, and admissibility.

Name of Adult Participant	Signature	Date

Emergency Contact Phone Number: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_