

COVID19 WAIVER SUPPLEMENT

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

Evolution Performance COVID-19 LIABILITY WAIVER AND RELEASE AGREEMENT

This Evolution Performance Covid-19 Liability Waiver and Release Agreement ("Agreement") supplement and is in addition to the Waivers, Release of Liability, and Indemnification provisions of the Evolution Performance Members ("Membership Agreement"). Under no circumstance does this Agreement void, cancel, or suspend the terms of the Member Agreement.

THE FOLLOWING ARE WAIVERS AND RELEASES. PLEASE READ THEM BEFORE SIGNING

COVID-19 Release and Waiver: In consideration for being permitted to utilize the services, program, facilities, and equipment of Evolution Performance, the undersigned agrees as follows. The undersigned understands and acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in San Mateo County. The undersigned understands and acknowledges that while Evolution Performance will take all reasonable steps to sanitize and prevent the spread of COVID-19, including implementing changes to its routine to comply with social distancing mandates proposed by San Mateo County and the State of California, the use of Evolution Performance facilities and equipment may subject the undersigned to a risk of COVID-19 infection. Accordingly, the undersigned, on his or her behalf, hereby releases, waives, discharges, and covenants not to sue Evolution Performance, its directors, officers, employees, volunteer, and agents from any and all liability to the undersigned for any loss or damage, and any claim or demand on account of any property damage or any injury to, or any illness or death, including those caused by Evolution Performance's negligence, the undersigned may be subject to as a result of contracting COVID-19 by participating in Evolution Performance workouts, or utilizing the facilities or equipment of Evolution Performance (the "Release").

I ACKNOWLEDGE AND UNDERSTAND THE ABOVE COVID-19 RELEASE AND WAIVER.

Initial here:

MISCELLANEOUS

Modification: I understand this agreement cannot be modified orally, but only in writing signed by me and Evolution Performance.

Integration: The agreement supersedes all prior discussion and agreements among the parties with respect to COVID-19, and constitute the sole and entire agreement of the parties thereto. Any representation, inducement, promise, or agreement, whether oral or written, that are not embodied herein shall be of no force and effect.

WAIVER OF JURY TRIAL: I HEREBY WAIVE, TO THE FULLEST EXTENT THE PERMITTED BY LAW, ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT.

I have read the foregoing and I understand by signing I waiver and release my right to bring any claims or to seek damages, as described above, and I am obligated to indemnify the Evolution Performance Parties for all Liability

caused by my negligent, reckless, or intentional act or omissions. I understand by signing this agreement I am waiving and releasing valuable legal rights. By affixing my signature to this document, I acknowledge, contract, understand, and agree I am legally bound by its contents.

If the participant is under the age of 18, I acknowledge by signing below both the participant and myself, are legally and financially responsible for the participant obligations set forth herein.

☐ I agree to these terms.

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)
☐ I agree to use electronic records and signatures