

## COVID-19 WAIVER SOHO CYCLING STUDIO, LLC

The undersigned acknowledges that novel coronavirus ("Covid-19") infections have been confirmed throughout the United States, including in Florida. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), for slowing the transmission of COVID-19 the undersigned hereby agrees, represents, and warrants that neither the undersigned shall visit or utilize the facilities, services and classes of Soho Cycling Studio, LLC within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii), exposure to any person returning from areas subject to the above, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed.

The undersigned hereby agrees, represents and warrants that the undersigned will not attend class if symptoms of COVID-19 are currently present, or he or she has a suspected or diagnosed/confirmed case of COVID-19. Soho Cycling Studio, LLC has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above.

The undersigned acknowledges and agrees that Soho Cycling Studio, LLC may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with Soho Cycling Studio, LLC revised procedures prior to utilizing the facilities, services, and programs of Soho Cycling Studio, LLC. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services and programs offered by Soho Cycling Studio, LLC, social distancing of 6-feet per person among clients and instructors is not always possible.

The undersigned fully understand and appreciates both known and potential dangers of utilizing the facilities, services, and programs of Soho Cycling Studio, LLC and acknowledges that use thereof by the undersigned may, despite, the Soho Cycling Studio, LLC reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, series illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER SOHO CYCLING STUDIO, LLC FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, TAKING CLASSES, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE SOHO CYCLING STUDIO, LLC, its directors, officers, employees, volunteers and agents from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin of the undersigned for any loss or damage, and any claim or demand on account of any property damage or any injury to, or an illness or the death of the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned) whether caused by the negligence, active or passive, of the Soho Cycling Studio, LLC or otherwise while the undersigned or about the premises or any facilities or equipment therein or participating in any program affiliated with Soho Cycling Studio, LLC.

The undersigned hereby agrees to indemnify and save and hold harmless Soho Cycling Studio, LLC, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned, upon, or about the premises or any facilities or equipment.

The undersigned understands and agrees that Soho Cycling Studio, LLC is not required to provide insurance to cover the undersigned in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Soho Cycling Studio, LLC.

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 SOHO CYCLING STUDIO, LLC INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY SOHO CYCLING STUDIO, LLC FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNIFICATION FOR ALL CLAIMS.

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.

Date: \_\_\_\_\_ Member: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature of both Parents or Guardian (if Member is Under 18)

Parent Signature: \_\_\_\_\_ Parent Signature: \_\_\_\_\_

Printed Names of Parents or Guardian: \_\_\_\_\_