

RELEASE AND WAIVER OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING, INCLUDING THE COVID-19/COMMUNICABLE DISEASES RELEASE AND WAIVER OF LIABILITY.

BY ACCEPTING AND SIGNING THIS DOCUMENT, YOU ARE CONSENTING TO CERTAIN LEGAL CONSEQUENCES THAT WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

1. Definitions. For purposes of this Release and Waiver of Liability (this “Release”), the following capitalized terms shall have the following meanings:

- “Activities” shall mean the classes, workouts, training, and exercises held at a Myo Performance premises or otherwise related to Myo Performance (e.g., Activities may be held at the Myo Performance premises or elsewhere as led by the applicable Released Parties), and the general attendance at a Myo Performance premises.
- “Myo Performance” shall mean and refer to Myo Performance, Inc., CrossFit Myo, and the operation of facilities by any of the Released Parties that endurance, cardio, mental and physical strength training and related products and services.
- “Inherent Risks” shall mean risks that a) cannot be eliminated completely (without changing the challenging nature of the Myo Performance fitness programs regardless of the care and precautions taken by any of the Released Parties and b) COVID-19 Risks (defined and outlined in Section 12) that cannot be eliminated and may be increased simply by attending a fitness or exercise facility or participating in any of the Activities.
- “Participant” shall mean the person who is signing and agreeing to the terms of this Release and is participating in the Activities (if such person is a minor, all references to “Participant” in this Release shall include such person’s parent or legal guardian, who shall have to sign this Release on behalf of the Participant).
- “Released Parties” shall mean , Myo Performance, Inc., dba CrossFit Myo and all of its affiliated entities and its respective directors, officers, employees, agents, contractors, officials, insurers, spectators, trainers, equipment suppliers, sponsors, organizers, promoters, advertisers and volunteers.
- “Releasing Parties” shall mean: the Participant, as well as Participant’s spouse, domestic partner, children, parents, guardians, heirs, next of kin, any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on Participant’s behalf should Participant be injured or die.

2. Assumption of Inherent Risks. The Activities will focus on body weight and fitness and will use various gym machines such as rowing machines, bar bells, dumb bells, kettle bells, and more, and are inherently hazardous activities that present the ultimate physical and mental challenge to Participant. Participant acknowledges and agrees that (i) Participant’s participation at the Myo Performance facility or business is an extreme test of his/her physical and mental limits that carries with it Inherent Risks of physical injury; (ii) such participation is extremely strenuous with the accompanying risks and dangers generally present in such activities; and (iii) the foregoing risks, dangers and Inherent Risks may be magnified due to the fact that participation at the Myo Performance facility or business is often conducted under what may be extreme conditions and circumstances. Participant understands and acknowledges that the Inherent Risks include, but are not limited to: (1) contact or collision with persons or objects (e.g., collision with Myo Performance personnel, contact with other participants, contact or collision with gym machinery, gym equipment, and contact with natural or man-made fixed objects or obstacles); (2) encounters with physical obstacles; (3)

equipment related hazards (e.g., broken, defective or inadequate equipment, unexpected equipment failure, imperfect gym conditions); and (4) judgment and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by Participant, errors in judgment by personnel working at the Myo Performance). Participant further understands and acknowledges that any of the Inherent Risks and others, not specifically named in this Release, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. Minor injuries are common and include scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts abrasions, grazes, lacerations, and contusions. Serious injuries are less common, but do sometimes occur, and include property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, and neurological disorders/pain. Catastrophic injuries are rare, but Myo Performance participants should be aware that they could occur and can include permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death. Participant agrees and understands that it is Participant's responsibility to consult with Participant's personal physician prior to participating in the Activities to ensure that such participation will not pose any unusual risks to Participant's health and well-being. If Participant believes or becomes aware that any aspect of the Myo Performance facility or business is unsafe or poses unreasonable risks, Participant agrees to immediately notify appropriate personnel. By participating in the Myo Performance, Participant acknowledges and agrees that he/she has found the facilities, equipment, and areas to be used at the Myo Performance business to be safe and acceptable for participation therein. Participant accepts full and sole responsibility for the condition and adequacy of Participant's own equipment used at the Myo Performance facility.

Participant understands fully the Inherent Risks of Participant's participation in the Activities and asserts that Participant is willingly and voluntarily participating in such Activities. Participant has read the preceding paragraphs and acknowledges that Participant (1) knows the nature of the Myo Performance facility and business; (2) understands the demands of activities held at the Myo Performance facility relative to Participant's physical condition; and (3) appreciates the potential impact of the types of injuries that may result from Participant's participation in the Activities. Participant hereby asserts that Participant knowingly assumes all of the Inherent Risks of participation in the Activities and takes full responsibility for any and all claims, suits, damages, liabilities, losses, or expenses that may incur as a result of Participant's participation in the Activities.

Participant further acknowledges and accepts sole responsibility for all of the hazards to Participant and his/her property associated with or related to participation in the Activities (including, but not limited to, any injury or damage that he/she may cause to others), and any conditions on projects, property, facilities, accommodations, equipment, supplies and tools (irrespective of who may own or provide any one of these items) incidental to his/her participation in the Activities, whether caused by the negligence, gross negligence, fault or misconduct of any kind on the part of the Released Parties.

3. Participant's Representations, Warranties and Other Covenants. Participant represents and warrants: (i) Participant is in good health and in proper physical condition to safely participate in the Activities, and certifies that Participant has no known or knowable physical or

mental conditions that would affect Participant's ability to safely participate in the Activities, or that would result in such participation creating a risk of danger to Participant or to others; (ii) Participant is in full command of Participant's faculties and is not under the influence of alcohol or drugs and agrees not to participate in the Activities while under the influence of alcohol and/or drugs; (iii) Participant has obtained and is covered by medical or health insurance, and acknowledges that the Released Parties do not

In the event of an injury to Participant on the Myo Performance premises that renders Participant unconscious or incapable of making a medical decision, Participant authorizes appropriate Myo Performance personnel and emergency medical personnel at such premises to make emergency medical decisions on Participant's behalf (including, but not limited to CPR and AED). Participant understands that it is Participant's sole responsibility to seek medical care should Participant experience any unusual physical symptoms, pain or discomfort of any kind following Participant's participation in the Activities.

Participant authorizes the Released Parties to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by the applicable Released Parties, and Participant agrees to assume all costs of such emergency medical care and transportation.

Participant agrees to (i) comply with the Rules and all Myo Performance-related directions and instructions including the State and Local rules and regulations relating to recommended precautions to prevent COVID 19 exposure and infection at fitness facilities. Said State and Local rules are posted online at <https://covid19.ca.gov> and www.sccgov.org and at the Myo Performance facility.

Participant understands that the Released Parties' personnel may immediately cause anyone who disobeys any Rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the Myo Performance premises.

4. Waiver of Liability for Negligence and Carelessness. In consideration of being permitted to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant (on behalf of the Releasing Parties) hereby forever waives, releases, covenants not to sue, and discharges the Released Parties from any and all claims, suits, damages, liabilities, losses, or expenses arising or resulting from (i) the Inherent Risks in participating in the Activities, and (ii) the negligence and/or carelessness of the Released Parties in connection with the Myo Performance facility, equipment, machines, or Activities. The waiver provided in this Section 4 applies to (1) personal injury (including death) from incidents, viruses, infections, or illnesses arising from Participant's participation in the Activities, including but not limited to injury arising from gym inspection, observation, the class participation, medical treatment, and while on the Myo Performance premises (including, but not limited to the gym, office, sidewalks, parking areas, sponsor promotions, restrooms, first-aid area, and dressing facilities); and (2) any and all of my claims relating to the Participant's association with the Myo Performance, including but not limited to, damaged, lost or stolen property, and both contractual and non-contractual claims.

PARTICIPANT AND MYO PERFORMANCE IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS RELEASE OR THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITES OR

PRESENCE AT THE MYO PERFORMANCE FACILITY.

5. **Severability.** Participant understands and agrees that this Release is intended to be as broad and inclusive as is permitted by law in the State of California and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Release and does not affect the validity and enforceability of any remaining provisions, which shall remain in full force and effect.

6. **Integration.** Participant affirms that this Release supersedes any and all previous oral or written promises or agreements relating to Participant's participation in the Activities. Participant understands that this is the entire agreement between Participant and the Released Parties relating to the Participant's participation in the Activities, and cannot be modified or changed in any way by representations or statements by any agent or employee of any of the Released Parties. This Release may only be amended by a written document duly executed by all of the Released Parties.

7. FURTHER ACKNOWLEDGMENT OF THE RISK AND WAIVER OF LIABILITY RELATING TO COVID-19 OR OTHER COMMUNICABLE DISEASES. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. 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. WITHOUT LIMITING ANY OF THE FOREGOING, PARTICIPANT FURTHER ACKNOWLEDGES, ASSUMES, REPRESENTS AND WAIVES THE FOLLOWING:

- Participant acknowledges that the Released Parties **cannot guarantee** that Participant will not become infected with COVID-19 or another communicable disease and that simply by **attending a Myo Performance facility and/or participating in any of the Activities could increase Participant's risk of contracting COVID-19 or other communicable disease.**
- Participant represents that Participant does not have COVID-19 to the best of Participant's knowledge, does not exhibit any symptoms of COVID-19 (including without limitation fever, shortness of breath, or cough), and has not been exposed to COVID-19 or been in contact within that last 14 days of someone that has symptoms consistent with COVID-19.
- Participant further represents that Participant will forego attending a Myo Performance or any Activities if Participant cannot meet the immediately preceding representations.
- Participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk Participant may be exposed to or infected by COVID-19 by attending the Myo Performance or any Activities, inside or outside, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
- Participant understands that the risk of becoming exposed to or infected by COVID-19 at the Myo Performance or attending any Activities may result from the actions, omissions, or negligence of others including, but not limited to, Released Parties or other attendees.
- Participant voluntarily agrees to assume all of the foregoing COVID-19 and communicable disease Risks and accepts sole responsibility for any injury or harm

including, but not limited to, personal injury, disability, death, illness, property damage, or expense of any kind, that Participant may experience or incur in connection with Participant's attendance at a Myo Performance facility or participation in Activities. Participant (and Participant's medical insurers) hereby releases, covenants not to sue, discharges, and holds harmless the Released Parties from all liabilities, claims, actions, harm, damages, costs, attorney's fees, or expenses of any kind arising out of or relating thereto. Participant understands and agrees that this release includes any claims based on the actions, omissions, negligence, carelessness, or alleged violations of law of the Released Parties, whether a COVID-19 infection occurs before, during, or after participation in any Activities or attendance at a Myo Performance facility.

I AGREE TO THE FOREGOING AND VOLUNTARILY SIGN THIS DOCUMENT.

Dated: _____

Participant Name (print) _____

MYO PERFORMANCE, INC. AND THE RELEASED PARTIES AGREE TO THE FOREGOING.

Dated: _____

Authorized Representative of Released Parties