



KAREN DECKER FITNESS

SWEAT THE STRESS OFF

361-800-1759 KarenDecker.com

INNOCULATION DATE _____

DATE _____ CELL #: _____ AGE _____

PRINTED NAME _____

LOCAL ADDRESS _____

I/We hereby acknowledge and understand that the equipment, training programs and events held by **KAREN DECKER FITNESS** may expose me to many inherent risks, including accidents, injury, illness, exposure to the COVID-19 virus and even death, the effects of the weather, including high heat and/or humidity, and all other such risks being known and understood by me.

I/We hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with any participation in any activity.

I/We acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to take part in. After having read this waiver and knowing these facts, and in consideration of acceptance of my participating and **KAREN DECKER FITNESS** furnishing equipment, instruction, and services to me, I agree, for myself and anyone entitled to act on my behalf to **HOLD HARMLESS, WAIVE AND RELEASE KAREN DECKER FITNESS, Jon and Joyce Christensen and their officers, agents, employees, instructors, organizers, representatives of all aforementioned parties and their successors** from any responsibility, liabilities, demands, or claims of any kind arising out of my participation in the activities associated with **KAREN DECKER FITNESS** training, equipment usage, instruction, instructors, programs and/or events.

I acknowledge the contagious nature of the COVID-19 virus, and respect that the facility adheres to the CDC recommendations of practicing social distancing and wearing face coverings.

I further acknowledge that (fill in name of gym or personal trainer company name) has put in place preventative measures to reduce the spread of the COVID-19 virus, to the best of their abilities.

I further acknowledge that no guarantee exists regarding whether or not I may contract COVID-19. I understand that the risk of becoming exposed to and/or infected by the COVID-19 virus may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff and other clients.

I acknowledge that I increase my risk of exposure to COVID-19 by participating in services rendered. I acknowledge that I must comply with all set procedures to reduce the spread while in attendance

I attest that:

** I am not experiencing any symptom of illness such as cough, shortness of breath, difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell.*

** I have not traveled internationally within the last 14 days.*

** I have not traveled to a highly impacted area within the United States in the last 14 days.*

** I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19.*

** I have not been diagnosed with Coronavirus/Covid-19 by state or local public health authorities.*

** I am following all CDC recommended guidelines as much as possible, including limiting any purposeful exposure to COVID-19*

COVID-19 CORONAVIRUS INFECTION WAIVER, RELEASE OF LIABILITY & ASSUMPTION OF RISK

Karen Decker Fitness ("Owner") at 320 W. Avenue G, Port Aransas, TX 78373.

SIGNING THIS WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT IS AN EXPRESS CONDITION PRECEDENT TO YOUR USE OF KAREN DECKER FITNESS AS A GUEST, MEMBER, INSTRUCTOR, OR OTHER STAFF MEMBER. PLEASE CHECK EACH BOX BELOW TO CONFIRM THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE FOLLOWING.

STATE OF TEXAS PROTOCOLS. I understand, and fully agree to always comply with the Texas Department of State Health Services' minimum recommended health protocols for gym/exercise facility patrons. I agree that if I have any of the COVID-19 symptoms listed in the health protocols, I will not enter Karen Decker Fitness and will leave the premises immediately. In addition, if I am an employee or independent contractor of the Owner, I have read, understand, and fully agree to comply at all times with the Texas Department of State Health Services' minimum recommended health protocols for all gyms and exercise facilities and classes.

GOVERNING LAW. I agree that any disputes arising under or covered by this Agreement shall be governed and controlled by the laws of the State of Texas applicable to contracts made and performed therein without reference to the applicable choice of law provisions.

DISPUTE RESOLUTION AND VENUE. Subject to the terms of the Texas Health Spa Act, I agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by confidential binding arbitration before one arbitrator who is a former federal or state court judge. Arbitration shall be administered by the arbitrator pursuant to American Arbitration Association Rules in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In no case shall either the Owner or I have the right to go to court or have a jury trial. We will not have the right to engage in pre-trial discovery except as provided in the arbitration rules; I will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with limited rights of appeal. This clause does not preclude the Owner or me from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. I also agree all arbitration must occur in the City of Port Aransas, Nueces County, State of Texas USA. Arbitration fees and costs shall be split equally, and the Owner and I are solely responsible for our respective lawyer fees

DURABILITY. This Agreement is effective from the date signed with no exceptions.

SEVERABILITY. I agree that if any part of this Agreement is determined in arbitration or by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement is fully enforceable and legally binding.

ASSUMPTION OF RISK. I understand that, like going to a salon or barbershop, being present at or participating in Karen Decker Fitness activities involves possible exposure to and infection with the COVID-19 coronavirus, which infection risk and exposure I voluntarily assume for myself

RELEASE OF LIABILITY. THEREFORE, ON BEHALF OF MYSELF, SPOUSE, HEIRS, ADMINISTRATORS, AND ASSIGNS, I HEREBY RELEASE IN FULL FROM ANY AND ALL CLAIMS AND FOREVER DISCHARGE OWNER, ITS PRINCIPALS, OFFICERS, EMPLOYEES, INSTRUCTORS, OTHER STAFF, AGENTS, MEMBERS, GUESTS, SUCCESSORS, ASSIGNS, AND ALL OTHER PARTIES FROM ANY AND ALL LIABILITY, DAMAGES, CLAIMS, DEMANDS AND/OR CAUSES OF ACTION RELATING TO OR DERIVING FROM ANY INFECTION WITH THE COVID-19 CORONAVIRUS (OR STRAIN THEREOF) ARISING OUT OF THE USE OF KAREN DECKER FITNESS OR PARTICIPATION IN ANY OWNER OR KAREN DECKER FITNESS

EVENT (E.G. TRAINING CLASSES, SEMINARS, 1:1 PERSONAL INSTRUCTION, ETC.), INCLUDING ALL RISK CONNECTED THEREWITH, WHETHER SEEN OR UNFORESEEN, EXCEPTING ONLY CLAIMS FOR GROSS NEGLIGENCE OR INTENTIONAL TORT. I represent and warrant that I have read and understand this Agreement, I agree to all of the terms and conditions in the Agreement, I am over 18 years of age, and I have the mental capacity to execute a legally binding agreement.

I hereby release and agree to hold KAREN DECKER FITNESS harmless from any causes of action, claims, demands, damages costs expenses, and compensation for damage to myself that may be caused by any act, or failure to act, or that may otherwise arise in any way with any services received I understand that this release discharges the aforementioned entities from any liability with respect to bodily injury illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received This liability waiver and release extends to all owners, partners, and employees.

Signature _____ Today's Date: ___/___/___

Printed Name: _____

Emergency Contact _____

Emergency Phone: _____ Relationship with participant: _____

Minors - If the person is under 18 years of age, a parent or legal guardian must sign below. I, the undersigned, as a parent or legal guardian of the minor, certify I am over 18 years of age, have the mental capacity to sign a legally binding agreement, have read and understand this Agreement, and expressly consent to the minor being present at KAREN DECKER FITNESS and participating in Training Center activities. I agree for myself and the minor to the terms and conditions of this Agreement. Printed Name of Minor _____ Relationship to Guardian _____

Signature of Parent or Legal Guardian _____

Printed Name of Parent or Legal Guardian: _____ Emergency Phone _____