



A PERFORMANCE FITNESS CULTURE

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of **FOCUSfish**, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Activity Provider"), I hereby agree to release, indemnify, and discharge Activity Provider, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that FOCUSfish activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: falling from a static trapeze, hoop or silk, tumbling poorly on a mat, or rolling off of a large exercise ball.

Furthermore, Activity Provider employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Activity Provider from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Activity Provider's equipment or facilities, including any such claims which allege negligent acts or omissions.

4. Should Activity Provider or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against Activity Provider, I agree to do so solely in the state of CA and I further agree that the substantive law of CA shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Activity Provider on the basis of any claim from which I have released Activity Provider herein.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

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.

FOCUSFISH INC (FOCUSfish) has put in place preventative measures to reduce the spread of COVID-19; however, FOCUSfish cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending FOCUSfish classes and events could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending FOCUSfish classes and events, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at FOCUSfish classes or events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, FOCUSfish employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at FOCUSfish classes or participation in FOCUSfish programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless FOCUSfish, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of FOCUSfish, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any FOCUSfish program.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant:

Print Name:

Phone:

Date:

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print
minor's name) ("Minor") being permitted by Activity Provider to participate in its activities and to
use its equipment and facilities, I further agree to indemnify and hold harmless Activity Provider
from any and all claims which are brought by, or on behalf of Minor, and which are in any way
connected with such use or participation by Minor.

Parent or Guardian Signature:

Print Name:

Date:

*I would like to receive e-newsletters from FOCUSfish. My email address

is: _____