GYMNASTIC WORLD OF FORT MYERS
AGREEMENT

In consideration for being permitted to utilize the services, and programs of Gymnastic World Fort Myers of the purpose, including, but not limited to, observation or use of facilities or equipment, or participation in any off-site program affiliated with Gymnastic World Fort Myers. The undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as “the undersigned”) hereby acknowledges, agreed and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use of participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in Florida. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Center for Disease Control and Prevention (CDC), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of Gymnastic World Fort Myers 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 a CDC Level 3 Travel Health Notice, 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 agrees to check the CDC Travel Health Notices list prior to utilizing the facilities, services, and programs of Gymnastic World Fort Myers, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of Gymnastic World Fort Myers he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify Gymnastic World Fort Myers immediately if he or she believes that any of the foregoing access/use restrictions may apply.

Gymnastic World Fort Myers 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 Gymnastic World Fort Myers may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by Gymnastic World Fort Myers, social distancing of 6 feet per person among children and their caregivers. The undersigned fully understand and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of Gymnastic World Fort Myers and acknowledges that use thereof by the undersigned and/or such participating children may, despite Gymnastic World Fort Myers reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE GYMNASTIC WORLD OF FORT MYERS, its coaches or office employees from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contact COVID-19 directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive of Gymnastic World Fort Myers. “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party”

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 RIGHTS TO RECOVER DAMAGES FROM GYMNASTIC WORLD OF FORT MYERS IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT GYMNASTIC WORLD OF FORT MYERS OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS
DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE YMCA THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

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.

Signature Date

Gymnast
Name