

## REFINERY FITNESS, LLC

### COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

As society and businesses phase their operations in, it is important to understand our roles in our members', clients', and our own health and well being. While Refinery Fitness and all of its representatives, associates, employees, members, heirs, successors, and assigns will maintain standards on cleanliness, sanitation, and will follow guidance provided by federal, state, and local agencies regarding contact and airborne illness, this does not guarantee the complete elimination of the threat of contracting illness within or without the club.

I agree that I am personally responsible for my safety and actions while at Refinery Fitness, LLC ("Refinery Fitness", and/or "the gym"). I agree to comply with all Refinery Fitness policies and rules, including but not limited to all policies, guidelines, signage, and instructions. Because Refinery Fitness is open for use by other individuals, I recognize that I am at higher risk of contracting illness, viral, bacterial, or otherwise, including but not limited to COVID-19 ("contact/airborne illness").

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, executors, administrators, heirs, successors, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Refinery Fitness LLC, or its members, officers, agents, servants, independent contractors, affiliates, employees, heirs, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to contact/airborne illness, whether caused by the negligence of the Released Parties, any third-party using the gym, or otherwise, while participating in any activity while in, on, or around the gym and/or while using the gym facilities, tools, equipment, or materials.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the gym facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to exposure to any contact/airborne illness.

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using Refinery Fitness to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with New York law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of New York lifts and/or modifies all COVID-19 related mandates and/or guidelines.

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Signature

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Date

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Print Name