

## JOE'S FITNESS REVOLUTION GUIDELINES & WAIVER

Joe's Fitness Revolution has created the following guidelines and procedural changes to allow us to remain open safely. We will make changes and adjustments to these guidelines as needed.

Please read and **review the rules with your child/children** so that they are prepared for the rules of the gym - then sign the guidelines and waiver and bring them to Joe's Fitness Revolution before your child/children's class - please give the signed documents to Joe or Rudy.

**Your child/children will not be able to use or continue to use the gym or participate in classes without signing the guidelines, rules and waiver.** If you have multiple children participating in our classes, you can fill out one form for all children.

*Please help keep our staff and gym members safe and healthy!*

Our goal is to keep our staff and gym members safe, healthy and lessen the risk of transmission of COVID-19 and other illnesses. Members are highly encouraged to follow health guidelines outside of the facility to mitigate the risk of transmission.

### STRICT HEALTH GUIDELINES

- If **you** or **anyone in your household** has had a fever, cold, flu, allergies or onset of illness symptoms within the **past 14 days**, we ask that you reschedule and do not come into the gym until you have been symptom free for 2 weeks (14 days).
- If **you** or **anyone in your household** has been exposed to someone who is sick, please do not come into the gym for 1 week (7 days) to ensure that you are not ill or contagious.
- If **you** or **anyone in your household** has been exposed to COVID-19, we ask that you do not come into the gym for 2 weeks (14 days) to ensure that you do not have COVID-19.
- If **you** or **anyone in your household** has tested positive for COVID-19, we ask that you wait **6 weeks** after your symptoms have resolved to come into the gym.

- If you or anyone in your household **arrive at the gym with visible symptoms of an illness**, we will not be able to provide service, you will not be allowed to use the gym and will ask you to leave. So *please*, don't risk it!

## **GENERAL GUIDELINES**

- Please make sure that your child/children know that our gym is a place of focus, discipline and respect.
- Before and after classes, your child/children should be on task and not disrupting other classes or running around the gym.
- Due to COVID-19, there will be NO loaner items like gis or boxing gloves available at this time.
- At this time, the gym is closed to non-members and viewers. Please do not invite friends or family members to watch classes.
- At this time, no food is allowed inside the gym.
- Please bring your own water bottle for your child/children. At this time the water dispenser will not be available.
- You must inform us if you or someone in your household is traveling internationally.

## **PRIOR TO CLASSES OR GYM TIME GUIDELINES**

- See above Health Guidelines. As stated above, PLEASE **DO NOT** bring your child to the gym if they are sick or don't feel well.
- If you or anyone in your household **arrive at the gym with visible symptoms of an illness**, we will not be able to provide service, you will not be allowed to use the gym and we will ask you to leave. So *please*, don't risk it!
- Please make sure your child/children's fingernails are properly trimmed if s/he/they are participating in contact martial arts.
- Please make sure your child/children come dressed to train - changing in the bathroom is prohibited.
- Every person entering the gym should bring their own hand sanitizer to use before entering the gym, however sanitizer will be provided in the gym if you do not have any on hand.

## **ENTERING THE GYM GUIDELINES**

- All children and family members entering the gym MUST sanitize hands upon entering the gym.
- Please leave all personal items including water bottles in designated areas.
- Shoes must be removed before entering the mat area.

**END OF CLASS OR GYM USE GUIDELINES**

- When class or gym time is complete, please make sure your child/children check to make sure that no personal belongings are left behind.
- Once your child or children is done with s/he/their class or gym time, please have them promptly leave the premises - please make sure you are available and waiting for your child.
- For everyone’s safety, please sanitize hands upon leaving the facility.

**I have read and understand the aforementioned guidelines and have reviewed the rules with my child/children. By signing below I acknowledge that I have read and understand the guidelines and waiver.**

Please list the names of all children participating in classes below:

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Child’s Name (Print Clearly)

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Child’s Name (Print Clearly)

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Parent or Guardian’s Name (Print Clearly)

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Parent or Guardian’s Signature

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Date Signed

## **WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE**

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document solicit and in its entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in Joe's Fitness Revolution's classes or membership gym use now or at any time in the future.

### **ASSUMPTION OF RISK**

I hereby acknowledge and agree that participation in Joe's Fitness Revolution's activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation in Joe's Fitness Revolution's classes, membership gym use and use of gym facilities, including but in no way limited to: (1) slips, trips, and falls, (2) athletic injuries and (3) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation in Martial Arts and all gym classes and facility use and that said list in no way limits the operation of this Agreement.

### **CORONAVIRUS / COVID-19 WARNING, DISCLAIMER AND CUSTOMER WARRANT**

Coronavirus / COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability and death. Participating in Joe's Fitness Revolution's classes, membership gym use and use of gym facilities could increase the risk of contracting COVID-19. Joe's Fitness Revolution in no way warrants that COVID-19 infection will not occur through participation in Joe's Fitness Revolution's classes, membership gym use and use of gym facilities.

The undersigned hereby agrees, represents and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services and classes of Joe's Fitness Revolution (other than any exclusively online services and programs) 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 classes of Joe's Fitness Revolution 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 classes of Joe's Fitness Revolution if 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 Joe's Fitness Revolution immediately if he or she believes that any of the foregoing access/use restrictions may apply. The undersigned acknowledges and assumes both the known and potential dangers of utilizing the facilities, services and classes at Joe's Fitness Revolution and acknowledges that use thereof by the undersigned and/or such participating children may, despite Joe's Fitness Revolution's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

In consideration of my participation in classes at Joe's Fitness Revolution, I, the undersigned participant, knowingly and voluntarily agrees to release and on behalf of myself, any participating children, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** Joe's Fitness Revolution, its officers, directors, staff, employees, volunteers, agents, representatives and insurers ("Releasees") from any

causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Joe's Fitness Revolution on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Joe's Fitness Revolution's facilities/equipment or participation in its classes whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of Joe's Fitness Revolution and/or while using the premises or any facilities or equipment thereon or participating in any class or program affiliated with Joe's Fitness Revolution. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

In consideration of my participation in Joe's Fitness Revolution's programs or access to facilities, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my class or program participation or access to facilities. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in Martial Arts participation and facility use and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in Joe's Fitness Revolution's classes, programs or facility use and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in Joe's Fitness Revolution's classes, programs or facility use.

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 RIGHT TO RECOVER DAMAGES FROM JOE'S FITNESS REVOLUTION 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 ANY JOE'S FITNESS REVOLUTION FACILITY, CLASS 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 A MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD/CHILDREN AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO JOE'S FITNESS REVOLUTION THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S). IN WITNESS WHEREOF, this instrument is duly executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

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Child's Name (Print Clearly)

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Child's Name (Print Clearly)

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Parent or Guardian's Name (Print Clearly)

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Parent or Guardian's Signature