

COVID LIABILITY WAIVER

(THIS IS A ONE TIME WAIVER)

In consideration of Legacy, allowing the undersigned to participate in training at the above referenced facility, I myself, my heirs, personal representative or assigns, do hereby, waive, discharge and covenant not to sue Legacy, it's Director's, Officers, Employee's and Agent's from liability from any and all potential claims related to or resulting in personal injury or illnesses (including death) and property loss arising from any Covid-19 transmission that results from the undersigned being present at the facility and participating in training.

Assumption of Risk:

At this time, some human contact or confinement in the same location carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid COVID-19 transmission. I have read the previous paragraph and I know and understand and appreciate these and other risks that are inherent to the activity that I am participating in. I hereby assert that my participation is voluntary and that I knowingly assume all such risks and while aware of these risks, I have elected to be present at the facility and participate in training. Indemnification and Hold Harmless: I also agree to indemnify and hold harmless Legacy, it's Director's, Officer's, Employees, and Agents from any and all claims, actions, suits, costs, expenses, damages, and liabilities, including attorney fees resulting from any COVID-19 transmission that occurs from being present at the facility and participating in training.

Severability:

The undersigned further expressly agrees that the forgoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the state of California and that if any portion thereof is held valid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding:

I have read this waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent of the law. I attest that I have not tested positive for COVID-19 or if I previously tested positive for COVID-19, I have been cleared by a medical professional that I no longer carry COVID-19. Additionally, I do not have any symptoms consistent with COVID-19 such as a cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell and you have not had any recent contact with anyone who has COVID-19.

Release Waiver:

I agree that I am in no way responsible for the safekeeping of my personal belongings while I attend class. I understand that classes may be physically strenuous and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss or death. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.