

## **COVID-19 LIABILITY WAIVER, RELEASE, HOLD HARMLESS, DISCHARGE AND CONSENT FORM** *PEAC Performance LLC, Members and Participants*

### **Participant/Member's Information:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

**If Attendee/Member/Participant Is Under 18 Years of Age – Name & Contact Information of Parent/Guardian:** Relation: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

### ***COVID-19 Liability Waiver, Release, Hold Harmless, Discharge and Consent Form***

**IN CONSIDERATION** of being permitted to participate in any way at PEAC Performance LLC, (hereinafter "PEAC Performance"), I agree as follows on behalf of myself and/or the minor child as well as waive any rights for my personal representatives, assignees and or heirs at law to bring any action on behalf of myself, the minor child, my estate or the minor child's estate:

1. I, as the member, participant or as the parent and/or legal guardian of the minor child named above, I acknowledge and fully understand the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.
2. I, as the member, participant or parent and/or legal guardian of the minor child named above, further acknowledge that PEAC Performance has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.
3. I as the member, participant or parent and/or legal guardian of the minor child named above further acknowledge that the participation of activities at PEAC Performance may result in close interaction with large groups of people that could increase my and/or the minor child's risk of becoming infected with the Coronavirus/COVID-19.
4. I, as the member and/or participant and/or as the legal guardian of the minor child named above further acknowledge that PEAC Performance cannot guarantee that I and/or the minor child will not become infected with the Coronavirus/COVID-19. I as the member and/or participant or as the parent and/or legal guardian of the minor child named above understand that the risk of becoming exposed and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, at PEAC Performance LLC, and other PEAC Performance Members, Participants and their families.
5. I, as the member, participant or as the parent and/or legal guardian of the minor child named above, voluntarily seek services provided by PEAC Performance and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending and/or participating in any and all activities at PEAC Performance, including but not limited to exercising, group exercise classes, childcare, sports performance training, tennis, squash, racquetball, youth sports, entering the locker rooms, participating in sporting events or training of any kind and any other activity provided by PEAC Performance not here listed.
6. I, as the member, participant or as the parent and/or legal guardian of the minor child named above, ATTEST THAT the following statements are true. I/we understand and agree to inform PEAC Performance immediately should any of the following statements or conditions directly apply that could compromise our health or others and shall abide or comply with PEAC Performance, the CDC, NJ Health Commission, and other governing Agencies policies, protocols, procedures, or guidelines:
  - a. I and/or the Minor Child are not experiencing any symptoms of illness such as 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 or other symptoms related to the Coronavirus/COVID-19 not here listed.
  - b. I and/or the Minor Child have not experienced any systems of illness related to the "Kawasaki Disease"/Pediatric Multisystem Inflammatory Syndrome (PMIS) including but not limited to symptoms such as severe inflammation, high fevers, red eyes and rash.
  - c. I and/or the Minor Child have not traveled internationally within the last fourteen (14) days

- d. I and/or the Minor Child have not traveled to a highly impacted or a state listed by New Jersey to be "High Risk" area within the United States of America in the last 14 days.
  - e. I do not believe I and/or the Minor Child have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
  - f. I and/or the Minor Child have not been diagnosed with Coronavirus/COVID-19 and not yet cleared as non-contagious by state or local public health authorities.
  - g. I and/or the Minor Child are following all CDC recommended guidelines as much as possible and limit my and/or the Minor Child exposure to the Coronavirus/COVID-19.
7. I as the member, participant, or as the parent and/or legal guardian of the minor child named above do on behalf of myself and/or the minor child, agree that I and/or the minor child will follow and comply with all rules and regulations put into effect by PEAC Performance. I and/or the minor child further agree, that if we fail or refuse to comply with said rules and regulations, which may be modified at any time at the discretion of PEAC Performance, I could face such consequences including but not limited to being asked to leave the facility and in specific cases the suspension/termination of my and/or the minor child's membership or participation.
8. I, as the member, participant or as the parent and/or legal guardian of the minor child named above do on behalf of myself and/or the minor child, my or the minor child's heirs, any personal representative of myself and/or the minor child, do hereby waive, release, discharge and hold harmless PEAC Performance, its officers, corporate entities, administrators, directors, employees, partners, owners, sponsors, supervisors, affiliates, agents, advertisers and representatives from any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act or failure to act of PEAC Performance, or that may otherwise arise in any way in connection with any services received from or provided by PEAC Performance, whether the result of negligence, breach or any other cause of action and understand that I am participating in and accepting services that may result in I and/or the minor child being exposed to the Coronavirus/COVID-19 and as a result accept that I and/or the minor child accept the risk of serious injury and/or illness, which may include permanent disability and even death, and severe social and economic losses which might result not only from my own actions and/or the actions of the minor child's actions, but also from the action, inaction, or negligence of others, the rules of play, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I expressly assume all risks of injury and all losses, costs and damages, I and/or the minor child may incur, including but not limited to medical treatment, illness, injury and death, which may occur in connection with my membership, participation and/or the membership/participation of the minor child at PEAC Performance's facility.
9. I, as the member, participant, or as the parent and/or legal guardian of the minor child named above, acknowledge, agree, and represent that I and/or the minor child, understand the nature and risks of the Coronavirus and that I and/or the minor child are qualified, in good health and in proper physical condition to participate in the services provided by PEAC Performance. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation at PEAC Performance. I have been advised by PEAC Performance, to consult my physician and/or the minor child's physician before undertaking and participating in any activities at PEAC Performance for which I have enrolled, or the minor child has been enrolled, and I have disclosed either my complete medical history and/or the minor child's complete medical history and revealed any physical disorders, illness or injuries that I and/or the minor child may have now or have had in the past.
10. In addition to giving my full consent for myself as member/participant or as the parent and/or legal guardian of the minor child listed above to participate in the services provided by PEAC Performance. I as member/participant and/or legal guardian of the minor child do hereby waive, release, discharge and hold harmless PEAC Performance, its officers, corporate entities, administrators, directors, employees, partners, owners, sponsors, supervisors, affiliates, agents, advertisers and representatives for any injury or illness that may be suffered by myself and/or the minor child in the normal course of participation at PEAC Performance, and activities incidental thereto, whether the result of negligence, breach or any other cause of action.
11. I, as the member, participant, or as the parent and/or legal guardian of the minor child named above, understand that this release discharges PEAC Performance, its officers, corporate entities, administrators, directors, employees, partners, owners, sponsors, supervisors, affiliates, agents, advertisers and representatives from any liability or claim that I and/or the minor child, my and/or the minor child's heirs, or any personal representative may have against PEAC Performance with respect to any bodily injury illness, death medical treatment or property damage that may arise from or in connection to any services provided by PEAC Performance. This liability waiver extends to PEAC Performance any and all services, officers, corporate , administrators, directors, employees, partners, owners, sponsors, supervisors, affiliates, agents, advertisers and representatives of PEAC Performance.

I have read this agreement, fully understand its terms, understand that I and/or the minor child named above have given up substantial rights by signing it and have signed it freely without inducement or assurance of any nature and intend it to be complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Participant

PEAC Performance Staff: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Signature of Parent/Guardian

Rec. Date: \_\_\_\_\_