THE *Claremont Club*

# GUEST WAIVER
## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

GUEST NAME: _____ ADDRESS: _____

EMAIL: _____ PHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

By signing this Waiver, Release of Liability and Assumption of Risk I (Buyer, individually and as agent for and on behalf of all Members and Children) am confirming that I recognize that there may be inherent risks associated with the use of the equipment and facilities and through the participation in activities and services of The Claremont Club, LLC, McLib, LLC, and 1620, LLC and their affiliates, employees, agents, representatives, successors, and assigns (collectively "Club").

I acknowledge and agree that use of facilities and services of the Club may result in theft, loss or damage to personal property, personal injury, or death, including that caused by the negligence of the Club or its Agents. I acknowledge that my participation and/or presence in the Club is voluntary and hereby agree to assume these risks, known and unknown, in their entirety regardless of the cause and/or whether such injury and damage arises out of, or during, physical exercise. I understand that each person (myself included) has a different capacity for participating in such activities and services as those provided by the Club. I represent that I am in good health and suffer from no physical or medical impairment that would limit my use of the facilities, activities and services. I acknowledge that I have either had a physical examination and have been given a physician's permission to participate in the activities and services, or that I have decided to participate in these activities and services without the approval of my physician. I represent any personal items which I bring in to the gym are in sufficiently good condition for their intended use at the Club. Should I experience any health-related symptom, I agree to immediately cease the use of the facilities, activities and services. I agree that my assumption of risk includes, without limitation, my use of any exercise equipment (mechanical or otherwise), the locker rooms, sidewalks, parking lots, stairs, pool areas, whirlpools, hot tubs, saunas, steam rooms, lobby areas, or the receipt of any services offered by the Club. I agree to assume the risk of presence on the premises and/or participation in any activity, class, program, instruction or Club-sponsored event, including personal injury or death resulting from the negligence of the Club or its employees. I agree on behalf of myself and all my personal representatives, heirs, executors, administrators, agents, and assigns, to forever release and discharge Club, and their employees, agents, representatives, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of Club, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability include, without limitation, injuries which may occur as a result of: (a) my use of any exercise equipment or facilities

which may malfunction or break; (b) Club's improper maintenance of any exercise equipment or facilities; (c) Club's negligent instruction or supervision, including personal training; contracting a virus or disease; and (e) my slipping and falling while on the facility or any portion of the premises for any reason, including Club's negligent inspection or maintenance of its facility. I acknowledge that the Club is designed to and does offer a service to its members encompassing the entire fitness spectrum. The Club are not in the business of selling weight lifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by the Club. I acknowledge and agree that the Club does not place such items into the stream of commerce. By being on the Club premises or attending or participating in any Club activity, whether on or off the premises, I consent to being filmed, audio recorded and/or video recorded and to the use of any photographs, pictures, film, audio or videotape taken of me or provided by me for publicity, marketing, advertising, promotion, television, or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same. This provision shall survive termination of the Agreement.

I am also aware of the hazards of the novel coronavirus ("COVID-19"), and other infectious diseases, and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. Notwithstanding the risks associated with COVID-19, and other infectious diseases, which I readily acknowledge, I hereby willingly choose to participate in using the facilities, activities, and services of the Club and assume the risk of contracting Covid-19 or other infectious diseases.

By the execution of this agreement, I hereby agree to indemnify and hold harmless the Club from any loss, liability, damage, or cost the Club may incur due to my presence at the facility. I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts. This provision shall survive termination of this Agreement.

I AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, I, INCLUDING ALL MEMBERS AND CHILDREN, AM GIVING UP MY RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST CLUB FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON IT SPREMISES. I HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AGREE, FOR MYSELF, ALL MEMBERS AND CHILDREN, AND OUR SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD I, INCLUDING ALL MEMBERS AND CHILDREN, OR OUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION.