



**LIABILITY WAIVER AND RELEASE REGARDING COVID-19 AND OTHER ILLNESSES**

At the Clark Sports Center, our number one priority is the health and safety of our members, guests and employees. In response to the COVID-19 pandemic, we have taken steps to reduce the spread of the virus such as cleaning above our already high standards, reducing the facility's maximum capacity, and imposing social distancing and mask wearing requirements throughout the facility. Nevertheless, since it is impossible to completely eliminate the possibility of the transmission of COVID-19 or any other virus or illness, the Clark Sports Center cannot be liable for any illness contracted by its members or guests. In consideration of your continued membership at the Clark Sports Center and privileges to use its facilities, to which you would otherwise not be entitled, you hereby release and forever discharge Clark Sports Center and its parents, subsidiaries, affiliates, and related entities, together with their past, present, and future officers, directors, employees, members, stockholders, parent entities, subsidiary entities, insurers, third party administrators, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, each in their capacity as such (the "Releasees") from any and all claims and causes of action alleging or asserting that you contracted COVID-19 or any other illness during a visit to the Clarks Sports Center due to the negligence of any Releasee, including any such claims and causes of action seeking money damages, injunctive relief, declaratory relief, costs, attorneys' fees, or expenses of any kind whatsoever, whether known or unknown to you at the time you sign this waiver and release. You agree that this release shall remain in effect until the expiration of your membership at Clark Sports Center, unless revoked in writing. Upon any finding by a court (or other tribunal) of competent jurisdiction that this liability waiver and release, in whole or in part, is unenforceable, upon any Releasee's request, you agree to execute a new general release that would be enforceable. If for any reason a new general release is not permitted by any court or law, if the unenforceable provision would be enforceable by limiting it, then the provision shall be deemed to be written, construed and enforced as so limited.

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Signature

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Name (Print) and Date