

**WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT and  
COVID-19 NOTICE OF DISCLOSURE**

*Please read and understand this Waiver, Release, and Indemnification Agreement and COVID-19 Notice of Information Disclosure (“Waiver”) in full before signing.*

I am requesting access to Woodinville Sports Club (the “**Club**”) and participate in all activities within and related to the activity (“**Activity**” or “**Activities**”) as facilitated or offered by the Club. In consideration of being permitted to participate in the Activities, I represent, warrant, and agree, for myself and on behalf of any children or minors for whom I am the parent or legal guardian (“**Minors**”), as follows:

1. I understand the hazards of the novel coronavirus (“**COVID-19**”) and am familiar with the guidelines of the Centers for Disease Control and Prevention (“**CDC**”) regarding COVID-19. I acknowledge and understand that that the circumstances and guidance regarding COVID-19 are changing from day to day and that, accordingly, the guidelines of the CDC and other agencies, including the Washington Department of Health, are regularly modified and updated. I accept full responsibility for familiarizing myself with and following the most recent updates.
2. I understand that while the Club is taking reasonable precautions to protect guests from exposure to COVID-19, there remains a risk of contracting COVID-19 during participation in the Activities as COVID-19 is contagious and the Activities necessarily involve contact with and exposure to other individuals and surfaces touched by other individuals.
3. Notwithstanding the risks associated with COVID-19, which I acknowledge, I hereby willingly choose to participate in the Activities. For my safety and the safety of others, I agree to adhere to all rules and directions for the Activities provided to me by the Club and its employees, agents, and affiliates. I understand these rules may change from time to time and that compliance is mandatory.
4. If I or an immediate family member contract COVID-19, have symptoms associated with the virus, or come in contact with an infected person, either before, during or after participation in Activities, I will immediately advise the Club and provide information identifying all employees, staff, and members with whom I did, or may have, come into contact at the Club’s facilities.
5. I authorize the Club to advise Club employees, members, or any third person with whom I did or may have come into contact while at the Club facilities that they were potentially exposed to COVID-19. I understand that Club will take all reasonable steps to keep my identity private, however, to protect the health and safety of others, it may be necessary for the Club to disclose my identity and health status with respect to COVID-19 to those with whom I came in contact. I consent to such disclosure, including on behalf of any Minors, agree such information would not be protected under state and/or federal privacy laws or regulations, and waive any such privacy protections to the maximum extent permitted by law.
6. I understand and acknowledge that participation in the Activities involves inherent risks, hazards, and dangers, including COVID-19 infection, and that my participation and/or any Minors’ participation in the Activities may result in injury or illness that could cause serious and permanent disability or death. I expressly and voluntarily assume all risks arising from my participation and/or any Minors’ participation in the Activities. I and/or any Minors participating in the Activities do not have any medical, physical, or psychological conditions that would prevent full and safe participation in the Activities or I have a health care professional’s permission to participate in the Activities.
7. I hereby release and forever discharge the Club and other Club Parties (as defined below), from any and all liability, claims, causes of action, damages, costs, and expenses (“**Claims**”) including, but not limited to, personal injury, property damage, or wrongful death arising out of my participation and/or any Minors’ participation in the Activities, whether based in negligence, contract, strict liability, or other bases, whether such claims are known or unknown to me at the time I sign this Waiver, and whether caused in whole or in part by the negligent acts or omissions of the Club or by any other Club Party (excepting the gross negligence or willful misconduct of the Club Parties). For purposes of this Waiver, “**Club Parties**” means the Club, its affiliates, subsidiaries, parents, and related companies, and its and their present, former, and future successors and assigns, and all of its and their present, former, and future owners, members, managers, directors, officers, independent contractors, employees, and agents, both individually and in their representative capacities. To the maximum extent permitted by law, I agree (a) to waive my right and/or any Minors’ right to bring any and all such Claims, including any right to sue the Club Parties and (b) to defend, indemnify, and hold harmless the Club Parties from and against any Claims arising out of or relating to my participation and/or any Minors’ participation in the Activities (excepting the gross negligence or willful misconduct of the Club Parties). This Waiver does not release claims that cannot be released as a matter of law. This Waiver will be governed in accordance with the laws of Washington, except its conflict of laws provisions, and any dispute in relation to this Waiver will be subject to the exclusive jurisdiction and venue of the courts of Washington located in King County.

**I HAVE READ THIS WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT AND COVID-19 NOTICE OF INFORMATION DISCLOSURE, FULLY UNDERSTAND AND AGREE TO ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Signature: \_\_\_\_\_

Name of Minor(s) : \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_