



Athlete Waiver and Release

I acknowledge that training for and/or participating in fitness activities such as strength training, bicycling, running, swimming, triathlon are an extreme test of a person's physical and mental limits and such training or participation poses potential risks of serious bodily injury, death, or property damage. With full understanding of the risks I am taking, I HEREBY ASSUME ALL THE RISKS OF TRAINING FOR AND PARTICIPATING IN SUCH ACTIVITIES and EVENTS and agree to the following:

I will not attend practice if I have a fever, feel sick, have a cough or a sore throat. All athletes and coaches can be screened upon arrival to practice. Staff have the right to take an athlete's temperature before practice. As per the CDC guidelines, if an anyone has a temperature of 100°F or above, they will be asked to leave and seek medical attention.

GET FIT FAMILIES, LLC has been retained to assist me in the improvement of my fitness and triathlon, swimming, cycling or running training.

I hereby attest that I am in good health and my physical condition has been verified by a licensed medical doctor and, furthermore the licensed medical doctor has been advised that I intend to participate in these activities.

I hereby expressly grant to Get Fit Families, LLC and its staff, agents and assigns, the right to photograph me and use my picture, silhouette and other reproductions of my physical likeness (as the same may appear in any still camera photograph and/or motion picture film and/or videotape), in and in connection with the exhibition, theatrically on television or otherwise, of any motion pictures in which the same may be used or incorporated, and also in the advertising, and/or publicizing of any such motion picture, but not limited to television or theatrical motion pictures. I further give the said company the right to reproduce in any manner whatsoever any recording made by said company of my voice and all instrumental, musical or other sound effects produced by me. In addition, I hereby expressly grant Get Fit Families, LLC the right to use my picture, silhouette, other reproductions of my physical likeness, and video on Facebook, Twitter and any other social media or website for the promotion of Get Fit Families, LLC and its programs.

In consideration of being accepted as a fitness client by Get Fit Families, LLC, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf: (a) I WAIVE, RELEASE, AND DISCHARGE from any and all claims, costs, or liabilities for death, personal injury or damages of any kind, which arise out of or relate to my training, THE FOLLOWING PERSONS OR ENTITIES: Get Fit Families, LLC, GFF Elite Tri Team, The Rose E. Schneider Family YMCA, The Zelenople Community Park, The



Zelienople Boro, Moraine State Park, Joella Baker and her family, and all coaches and volunteers associated with GET FIT Families, LLC or the GFF Elite Tri Team; (b) I AGREE NOT TO SUE any of the persons or entities mentioned above for any of the claims, costs or liabilities that I have waived, released or discharged herein; and (c) I INDEMNIFY, DEFEND, and HOLD HARMLESS the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions except those resulting from the willful acts or gross negligence of entities mentioned above.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Get Fit Families Youth and Junior Elite Triathlon Club ("the Club") has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Club could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the Club or participation in Club programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

In addition, I agree to abide by the laws of the State of Pennsylvania and to litigate any disputes between myself (the Client) and Get Fit Families, LLC within the legal jurisdiction of Pennsylvania, (Butler County)

I AFFIRM THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY ACCEPTING THE TERMS OF THIS DOCUMENT I AM WAIVING SIGNIFICANT LEGAL RIGHTS AND AM INCURRING SIGNIFICANT LEGAL LIABILITIES. I HAVE BEEN SPECIFICALLY ADVISED TO CONSULT WITH AN ATTORNEY IF I DO NOT UNDERSTAND ANY PORTION OF THIS RELEASE AND AGREEMENT.



Signature of Client or Minor

Get Fit Families, LLC Client _____ Date _____

Printed Name _____ Date _____

Signature of Parent if Client is 18 or Under

Get Fit Families, LLC Parent _____ Date _____

Printed Name _____ Date _____

Signature of GFF Representative

Get Fit Families, LLC Representative _____ Date _____

Printed Name _____ Date _____