

## LIABILITY WAIVER FOR EXERCISE

**Date: August 23, 2021**

Your attendance of any class held by Brooke Burke, BB Body, Inc. or its affiliates or representatives is solely at your own risk for which you assume all such risk. Consult your physician or healthcare professional before starting any fitness activity. BB Body, Inc. and its affiliates are not responsible for the accuracy, reliability, effectiveness, nor correct use of information and/or services you receive, or for any health problems you may suffer which may result from training programs, products, or events you learn about.

By attending any fitness classes you agree to indemnify and hold harmless BB Body, Inc. and its affiliates, parent company, attorneys, officers, consultants, employees and any other designees for any loss, liability, claim, damage, and expenses (including reasonable attorneys' fees) arising from or in connection with your attendance of any fitness class. You hereby understand and acknowledge that the training, programs and events held by BB Body, Inc. may expose you to many inherent risks, including accidents, injury, illness, or even death. You assume all risk of injuries associated with participation including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and all other such risks being known and appreciated by me. You hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. You also acknowledge that you are physically fit and mentally capable of performing the physical activity you choose to participate in.

YOU SHOULD NOT RELY ON ANY INFORMATION GIVEN BY BB BODY, INC. OR ANY OF ITS REPRESENTATIVES AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN, GENERAL PRACTITIONER OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ OR HEARD AT ANY FITNESS CLASS.

After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and BB Body, Inc. furnishing services to me, I agree, for myself and anyone entitled to act on my behalf, to **HOLD HARMLESS, WAIVE AND RELEASE** BB Body, Inc., its officers, agents, employees, organizers, representatives, attorneys, and successors from any responsibility, liabilities, demands, or claims of any kind arising out of my participation in any training, programs and/or events conducted by BB Body Inc. or Brooke Burke.

By my signature I indicate that I have read and understand this liability waiver. I am aware that this is a waiver and a release of liability and I voluntarily agree to its terms including the below Supplemental COVID-19 waiver.

### **SUPPLEMENTAL COVID -19**

#### **Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

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The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which **BB Body, Inc.** (the "Organization") adheres to comply.

In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

I am aware of the existence of the risk on my physical and mental health and my participation in activities with the Organization that may cause injury or illness

such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death. I have not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days. I have not, nor any member(s) of my household, traveled by sea or by air, internationally within the past 30 days. I did not, nor any member of my household, visit any area within the United States that was reported to be highly affected by COVID-19, in the last 30 days (other than Los Angeles County). I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 30 days. **Initial** \_\_\_\_\_

Following the pronouncements above I hereby declare the following:

I am fully and personally responsible for my own safety and actions while and during my participation in ALL activities conducted by the Organization and I recognize that I may be in any case be at risk of contracting COVID-19. With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, owner, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19. I agree to and shall indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

By signing below I acknowledge that I have read the foregoing waiver above, and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this document as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation. **Initial** \_\_\_\_\_

This waiver will remain effective until ALL laws and mandates relevant to COVID-19 are lifted in the USA.

Description of Activity: **Exercise and Fitness Classes (outside, including Rafi Lounge)**

**Assumption of Risks:** Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury, including contracting COVID-19. The specific risks vary from one activity to another, but the risks range from 1) minor illness, to 2) major illness that will require a full range of medical care, to 3) catastrophic

injuries such as permanent body and organ injuries and/or death.

As noted herein, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my having services provided by the Organization (“Claims”). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Organization, 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 Organization, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any services.

**Indemnification and Hold Harmless:** I also agree to defend, indemnify and hold the Organization harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, arising out of my involvement in any activities or services I use or have provided by the Organization, and to reimburse it for any such expenses incurred.

**Severability:** I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

**Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.

**Acknowledgment of Understanding:** I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing the agreement freely and voluntarily, and intend my signature to be a

complete and unconditional release of all liability to the  
greatest extent allowed by law.

\_\_\_\_\_ Participant  
Name (print)

\_\_\_\_\_ Participant  
Signature \_\_\_\_\_ Date of Birth

Dated \_\_\_\_\_

Emergency  
Contact: \_\_\_\_\_