

CARY FIT PROJECT COMMUNICABLE DISEASE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate in any way in any Cary Fit Project LLC products and services, I, the undersigned participant and parent (or legal guardian) acknowledge, appreciate, and agree that:

By participating in Cary Fit Project LLC related events and activities, there are certain risks to me arising from or related to possible exposure to communicable diseases including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2, which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"). I am fully aware of the hazards associated with such Communicable Diseases and knowingly and voluntarily assume full responsibility for any and all risk of personal injury, illness or other loss that I may sustain in connection with such Communicable Diseases.

I, for myself and for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, **HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CARY FIT PROJECT LLC.** and its officers, directors, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which Cary Fit Project LLC related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any **ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES** incurred due to or in connection with any Communicable Diseases, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE,** to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____

Participant's Signature/Name Age Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

I certify that I am the legal parent/guardian with responsibility for the above participant, and that I have read this Agreement and do consent and agree to his/her release of all the Released Parties as provided above. I further agree that, for myself, my heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, I expressly release and agree to indemnify and hold harmless the Released Parties from any and all liability incident to the above Participant's involvement or participation in Cary Fit Project LLC related events or activities as provided herein, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES,** to the fullest extent permitted by law.

X _____

Parent/Guardian Signature Date Emergency Phone Number(s)