MISSION VIEJO SWIM & RACQUET CLUB

LIABILITY WAIVER AND RELEASE

This agreement is signed by me, on my behalf and/or on behalf of the minor participant named below (in all cases, "Participant"), for the benefit Mission Viejo Swim & Racquet Club (hereinafter "Club"). For and in consideration of being permitted to use the Club's fitness center (the "Facility"), Participant acknowledges and agrees that he/she is voluntarily engaging in activities at the Facility that may involve a risk of serious injury or even death, the cause of which may or may not be due to Participant's own negligence, that of the Club, or others.

The Club feels it is important that Participant understand the nature of the inherent risks involved with presence at and use of the Facility, including, but not limited to, risk of contracting and/or spreading viruses or other pathogens which can cause disease. Participant assumes all risk associated with potentially contracting and/or spreading any virus or pathogen which can cause disease. Participant acknowledges that Club has taken precautions to mitigate the spread of any such virus or pathogen. Participant promises to fulfill Participant's obligation to take steps necessary to mitigate the risk of contracting and/or spreading any virus or pathogen by following recognized measures from the Centers for Disease Control, including but not limited to, staying home if sick, practicing proper hygiene procedures including washing of hands, disinfecting any surfaces Participant may come in contact with, and utilizing, where appropriate, personal protective equipment such as masks and gloves.

Participant assumes all risks associated with Participant's use of the Facility, and hereby releases, waives, and discharges Club, and agrees to defend, indemnify, and hold Club and each of its directors, officers, agents, representatives, vendors, and each of their employees (collectively, the "Club Indemnified Parties") harmless from and against any and all liability, claims, demands, fees, costs, and expenses arising out of Participant's use of the Facility, and agrees not to sue Club and all Club Indemnified Parties for any of the foregoing, regardless of whether arising out of the negligence of Club, any Club Indemnified Party, or otherwise.

Participant expressly waives the benefits of California Civil Code 1542, which provides that: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Participant will inspect the facilities and equipment at the Facility and if Participant believes anything to be unsafe, will advise Club immediately and refuse to participate, and/or refuse to allow the minor Participant named below to participate.

Participant represents that he/she is in sufficiently good physical condition to participate in the programs and activities Participant desires to engage in at the Facility.

I HAVE READ THIS WAIVER AND RELEASE AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND AGREE TO SIGN IT VOLUNTARILY.

_____ _____ _____

Participant Signature Parent Signature, if Minor Date

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Emergency Contact Name & Phone Number: _____