

**THIS IS AN AMENDMENT TO YOUR BRICK BODIES MEMBERSHIP AGREEMENT. BY USING THE CLUB AFTER JUNE 1, 2020 YOU ARE AGREEING TO THE LANGUAGE SET FORTH BELOW.**

1. I agree that I am personally responsible for my safety and actions while using this Brick Bodies Club (the “Club”) operated by Brick Bodies Padonia, LLC, Brick Bodies Reisterstown, LLC, Brick Bodies Rotunda, LLC, and/or BSW Health & Fitness, Inc. (collectively the “Owner). I agree to comply with all Club policies and rules, including but not limited to all Club policies, guidelines, signage, and instructing. Because the Club is open for use by other individuals, I recognize that I am at higher risk of contracting any illnesses related to the current viral pandemic (referred to as “COVID-19”). With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representative, hereby forever release, waive, discharge, and covenant not to sue the Owner, Brick Bodies Fitness Services, Inc., or their related companies (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the Club, or otherwise, while participating in any activity while in, on, or around the Club and/or while using any Club facilities, tools, equipment, or materials.
2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Club facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise, even if specifically related to COVID-19.
3. By choosing to continue my membership, I acknowledge and represent that I have read the foregoing COVID-19 Waiver of Liability and Indemnification, understand it and accept it voluntarily as my own free act and deed, including without limitation the COVID-19 Waiver of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Club to decide whether to sign this document; no oral representation, statements, or inducements, apart from this amendment to my Membership Agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I accept the terms of this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this COVID-19 Waiver of Liability and Indemnification shall be governed by and construed in accordance with Maryland law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the COVID-19 Waiver of Liability and Indemnification as a whole. This COVID-19 Waiver of Liability and Indemnification remains in effect until the Club notifies you otherwise.

