



**Arcaro Boxing Gym, LLC (AKA Arcaro Boxing Gym)  
Waiver & Release  
Consent and Commitment to Re-Opening Policies  
(COVID-19)**

- 1. Acknowledgement of voluntary participation and assumption of risks.** I agree and consent to voluntarily engage in any exercises and physical activity opportunities at Arcaro Boxing Gym, LLC (“Arcaro Boxing Gym”) and to voluntarily use said boxing gym equipment and facilities at my own risk and with the full knowledge and appreciation of any dangers and risks. I acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and that 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. **I understand and appreciate both the known and potential dangers of utilizing the facilities, programs and services of Arcaro Boxing Gym and acknowledge that my use may, despite Arcaro Boxing Gym’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.** Because Arcaro Boxing Gym is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19.
- 2. Waiver & Release.** In consideration of being allowed to participate in the Arcaro Boxing Gym activities, training, and programs of Arcaro Boxing Gym and use of facilities and equipment, I do waive, release, covenant not to sue and forever discharge Arcaro Boxing Gym and its officers, members, agents, employees, representatives, executors, and all others from any responsibilities or liabilities from injuries or damages resulting from my participation in any activities or my use of equipment and facilities at Arcaro Boxing Gym specifically related to COVID-19. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Arcaro Boxing Gym, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Arcaro Boxing Gym program
- 3. Consent and Commitment to Re-opening Policies.** I hereby certify that I have received and read Arcaro Boxing Gym’s re-opening policies and procedures. Additionally, I shall review and read any and all of Arcaro Boxing Gym’s re-opening policies and procedures as posted to ensure compliance with any updates. I understand that Arcaro Boxing Gym has taken certain steps to implement recommended guidance and protocols issues by Public Health

Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth by the State of Washington and in its re-opening policies and procedures. The undersigned acknowledges and agrees that Arcaro Boxing Gym may revise its policies and procedures at any time based on updated recommended guidance and protocols issues by Public Health Agencies and further agrees to comply with Arcaro Boxing Gym's revised procedures prior to utilizing the facility, programs and services of Arcaro Boxing Gym.

4. **Acknowledgement upon each entry.** I acknowledge, agree to, and certify that upon each entry into Arcaro Boxing Gym that:
- a. I will review and abide by Arcaro Boxing Gym's posted COVID-19 policies and procedures located at desk/entrance and as posted around the facilities.
  - b. I will come prepared to begin my activities and with my own personal workout gear, including, but not limited to, boxing gloves, headgear, hand wraps water bottle and towels.
  - c. I am not considered a high-risk individual, which includes, but is not limited to include people over the age of 65, people with serious underlying medical conditions like chronic lung disease, moderate to severe asthma and people who are immunocompromised.
  - d. I have not:
    - i. been diagnosed with COVID-19, which includes having not recovered or are still within the required 14-day quarantine;
    - ii. had symptoms of COVID-19 within the last 24 hours (known symptoms include, but are not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea); or
    - iii. had contact with a person that has or is suspected to have COVID-19 within the last 14 days.

**Important – Read Before Signing**

**BY SIGNING, (1) THE PARTIES ACKNOWLEDGE THAT THEY HAVE EACH READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT; (2) THE PARTIES ARE TAKING ON THE RISK ASSOCIATED WITH COVID-19 AND USE OF PUBLIC SPACES; AND (3) THAT THE PARTIES ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ARCARO BOXING GYM, LLC.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, at Seattle, WA.

\_\_\_\_\_  
Printed name of participant

\_\_\_\_\_  
Signature of participant

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**Minor Waiver & Release**

I \_\_\_\_\_ (print name of minor’s parent/legal guardian), am the minor’s parent and/or legal guardian, understand the nature of the risks and of using the facilities during COVID-19 and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I release, discharge, covenant not to sue, and agree to indemnify and hold harmless each of the releasees from all liability, claims, demands, losses, or damages on the minor’s account alleged to be caused in whole or in part the negligence of Seattle Boxing Studio, LLC, or its representatives, employees, assigns, vendors, or otherwise; and agree that if, despite this release, I, the minor, or anyone on the minor’s behalf, makes a claim against the releasees named above, I will indemnify, save, and hold harmless Arcaro Boxing Gym, LLC and any of its representatives, employees, agents, assigns, vendors or otherwise from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as the result of such claim.

\_\_\_\_\_  
Printed name of parent/guardian

\_\_\_\_\_  
Signature of parent/guardian