

**IN-STEP DANCE CENTER MEMBER CONSENT RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF FULL RESPONSIBILITY OF RESPIRATORY ILLNESS
INCLUDING COVID-19 AND INDEMNITY AGREEMENT**

In-Step Dance Center (“ISDC”) encourages and requests all members and guests who use or visit its premises located within the World Champions Centre (“WCC”) facility, located at 28865 Birnham Woods Dr., Spring, TX 77386, to follow the most current guidelines issued by the Center for Disease Control and Prevention (CDC) for best practices to avoid influenza and respiratory illnesses such as COVID-19, as well as federal, state and local requirements. The Texas Department of State Health Services has also issued protocols for a safe and measured reopening of the State of Texas. The CDC’s COVID-19 homepage, with links to guidelines, can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. The Texas Department of State Health Services Opening the State of Texas homepage, with links to the protocols can be found here: <https://www.dshs.texas.gov/coronavirus/opentexas.aspx>. Generally, the CDC’s recommendations include, but are not limited to, proper hygiene techniques, proper sanitation of equipment before and after use, social distancing, and submitting to temperature checks and screenings prior to WCC access. Generally, the Texas Department of State Health Services protocols, particularly for gym and exercise facility patrons, include similar recommendations.

I, the undersigned, on behalf of myself, my legal representatives, heirs and assigns (collectively “I” or “myself”) enter into this Consent Release and Waiver of Liability Assumption of Full Responsibility of Respiratory Illness Including COVID-19 and Indemnity Agreement (“Agreement”) for the benefit of In-Step Dance Center, RN Biles Investments LLC, World Champions Centre, and The Woodlands Taekwondo Academy, Inc., their respective owners, agents, employees, independent contractors, affiliates, successors and assigns (collectively the “ISDC”). I desire to participate in the activities, services and benefits provided by the ISDC (collectively, the “Activities”). For the purposes of this Agreement, “Activities” include any activity performed within the ISDC premises located within the WCC facility or within the WCC facility generally, including, but not limited to, dance and/or the performing arts.

I hereby attest that (i) I have not experienced one or more severe symptoms associated with COVID-19 (including, without limitation- Cough; Shortness of Breath or Difficulty Breathing; Chills or Repeated Shaking with Chills; Runny Nose; Fatigue; Sore Throat; Muscle Pain; Headache; Loss of Taste or Smell; Diarrhea) within the last fourteen days, (ii) I have not been diagnosed with COVID-19 and am not still within a quarantine period as recommended by a healthcare provider; and (iii) to the best of my knowledge, I have not been in close contact in the last fourteen days with a person who is lab confirmed to have COVID-19, been instructed by a healthcare provider to self-quarantine or exhibited any of the symptoms identified above in subsection (i). I understand and acknowledge that I will not be granted access to the WCC’s facilities, or the ISDC’s premises located therein, if I record a temperature of 95.5 degrees Fahrenheit or greater. I also understand and acknowledge that by entering the WCC, and the ISDC’s premises located therein, on each visit, I make an affirmative attestation to each of the statements in this paragraph.

I also acknowledge that the ISDC have asked all members and guests to refrain from using the ISDC and WCC’s facilities if they are experiencing any signs of respiratory illness such as a fever, cough, shortness of breath or loss of smell or taste. Any member or guest who experiences these symptoms while at the WCC’s premises, or the ISDC’s premises located therein, is instructed to leave immediately, inform Dana Sparks, contact their healthcare provider and follow guidelines established by the CDC and the Texas

Department of State Health Services. By executing this Agreement, I hereby certify the statements set forth herein on the date of certification **and** on each date I make a reservation to attend the ISDC located within the WCC, or arrive at the ISDC located within the WCC. I acknowledge that it is my duty to revoke this certification as it relates to future dates in writing if I can no longer make the attestations contained herein.

I also acknowledge that participation in dance and/or the performing arts may result in incidental contact with other individuals despite ISDC's efforts in changing its program to allow for social distancing (6 feet of separation) between participants in all programs. I acknowledge that even with the best of efforts and intentions, children may breach the social distancing recommendation. I further acknowledge that Coaches and/or Trainers at WCC will be required to wear a face mask at all times and to maintain social distancing; however, there will be instances in which the Coaches and/or Trainers will need to assist an Athlete which will result in physical contact (e.g. spotting, ankle wrapping, or, upon prior permission, assistance with an Athlete's injury).

While I understand that the ISDC have taken what it deems to be commercially reasonable steps to attempt to prevent their employees or members and guests from contracting the virus at the WCC's facilities, or the ISDC's premises located therein, I am electing on behalf of myself to enter the WCC facility and participate in the ISDC activity at my own risk and notwithstanding any actions or inactions taken by the ISDC. Further still, I understand and acknowledge that the ISDC, by taking any steps that it deems reasonable, is not assuming any duties to me or anyone related to me. In addition to the waiver and release within my Membership Agreement and/or provided for in allowing a guest access, **I HEREBY ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY ENTERING THE WCC'S FACILITIES, AND THE ISDC'S PREMISES LOCATED THEREIN, WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME THE RISK OF BECOMING INFECTED BY COVID-19 BY BEING AT THE WCC FACILITY AND THE ISDC'S PREMISES LOCATED THEREIN, ASSUME ANY AND ALL RISKS ASSOCIATED WITH ACCESSING AND/OR USING THE WCC'S FACILITIES, AND THE ISDC'S PREMISES LOCATED THEREIN, WHETHER KNOWN OR UNKNOWN AND WHETHER FORESEEN OR UNFORESEEN, INCLUDING BUT NOT LIMITED TO EXPOSURE TO THIRD PARTIES AND ANY ILLNESSES OR COMMUNICABLE DISEASES THEY MAY BE CARRYING, INCLUDING WITHOUT LIMITATION COVID-19, AND ASSUME ALL ECONOMIC RISKS INCLUDING, BUT NOT LIMITED TO, PAYING FOR MEDICAL BILLS, THE RISK THAT I MAY LOSE INCOME OR BE INCAPABLE OF FULFILLING MY JOB RESPONSIBILITIES SHOULD I BECOME INFECTED, WHETHER CAUSED BY THE NEGLIGENCE OF THE ISDC OR OTHERWISE.**

I understand that COVID-19 is a contagious respiratory illness and that the United States, Texas, and this County have declared emergencies at various times related to COVID-19. I further understand that COVID-19 is contagious and is believed to be spread by person-to-person contact. I understand that it is believed that the virus can live on and be transmitted through contact with surfaces. While there is presently no vaccine available for COVID-19, I have elected to leave my home and come to the WCC facility and the ISDC's premises located therein. I was and am under no obligation to come to the WCC facility or the ISDC premises located therein and do so at my own election. I further acknowledge that notwithstanding any respiratory issues, compromised immune system, or other factors that put me at a high risk for COVID-19 complications I am knowingly and voluntarily choosing to visit the WCC facility and the ISDC's premises located therein.

I acknowledge and agree that I may be required by the WCC to complete a temperature check and screening (collectively the "Screening") voluntarily in order to enter the WCC facility and visit and/or utilize the ISDC's facilities located within the WCC on each visit. I understand that the Screening is not

diagnostic, and it only seeks to determine whether I have symptoms currently associated with COVID-19. I acknowledge that the Screening does not create a patient/healthcare provider relationship with the WCC, and that I should seek medical advice if I have any questions or concerns regarding my health or the outcome of the Screening. If applicable, I hereby authorize the WCC to take my temperature reading, and ask questions regarding my potential exposure to, and symptoms associated with, respiratory illnesses such as COVID-19. The WCC will maintain any related documentation in a confidential manner. I acknowledge that an elevated temperature reading or exhibiting symptoms of respiratory illness does not mean that I have COVID-19. Conversely, I acknowledge that the lack of an elevated temperature reading or symptoms does not mean that I do not have COVID-19.

I understand that the ISDC has made this document available to me and that I have had the opportunity to hire counsel at my own expense to evaluate the document prior to signing.

AS CONSIDERATION FOR THE ISDC ALLOWING MY PARTICIPATION IN ANY OR ALL OF THE ACTIVITIES, NOW OR IN THE FUTURE AND MY ENTRY INTO THE WCC FACILITY AND THE ISDC PREMISES LOCATED THEREIN, I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, THAT I MAY HAVE AGAINST THE ISDC, RN BILES INVESTMENTS LLC, WORLD CHAMPIONS CENTRE, THE WOODLANDS TAEKWONDO ACADEMY, INC., AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, SHAREHOLDERS, MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF PERSONAL INJURY, WRONGFUL DEATH, NEGLIGENCE, AND/OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY ENTERING THE WCC FACILITY TO PARTICIPATE IN ANY ISDC ACTIVITIES, WHETHER ARISING OUT OF THE NEGLIGENCE OF THE ISDC OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE ISDC OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE ISDC AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE ISDC AND ALL OTHER RELEASEES AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, RELATED TO MY ENTERING THE WCC PREMISES TO PARTICIPATE IN ANY ACTIVITIES.

If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this agreement to the laws of another jurisdiction. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state court of Montgomery County, or the federal courts located in Houston, Texas.

THIS DOCUMENT IS INTENDED TO BE AND IS A BINDING AGREEMENT THAT EFFECTS MY RIGHTS AND MY ABILITY TO HOLD OTHERS RESPONSIBLE/LIABLE FOR ANY DAMAGES, INJURIES, OR CLAIMS I MAY OTHERWISE HAVE. THIS DOCUMENT SUPERSEDES ANY CONTRARY TERMS IN MY MEMBERSHIP AGREEMENT.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE

TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING RIGHTS TO BRING SUIT, WITHOUT ANY INDUCEMENT, DURESS, UNDUE INFLUENCE, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name

Signature

Date

Print Name

Signature

Date

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