



GOLDEN DOOR

CONSENT, RELEASE AND WAIVER OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING THIS DOCUMENT, YOU UNDERSTAND AND AGREE:

The exercise and activity opportunity offered by the Golden Door allows a person to engage in various exercise and/or physical activities potentially beneficial to one's health and well-being.

The activities, exercises, programs, treatments, services, classes, facilities and equipment at Golden Door (the "Golden Door") present the risk of physical and/or mental injury, illness or condition, including without limitation sprains, strains, broken bones, concussions, lacerations, fainting, shortness of breath, stroke, heart attack, and even death.

The Golden Door has advised you to consult with a doctor in advance of your participation in any activity, exercise, program, treatment, service or class at the Golden Door, and in advance of your use of any facilities or equipment at the Golden Door, and the decision to follow, or not to follow, this advice is entirely your own, and you are solely responsible for this decision.

Any activity, exercise, program, treatment, service or class provided by the Golden Door is not a substitute for medical examination or diagnosis for any physical or mental injury, illness or condition of any sort.

The Golden Door does not employ doctors or other healthcare providers, and no Golden Door officer, director, employee, volunteer, agent, independent contractor or other service provider is able to diagnose any medical injury, illness or condition.

The decision to accept services from the Golden Door, and to engage in any activity, exercise, program, treatment, service, or class at the Golden Door, or to use the facilities and equipment at the Golden Door, is entirely your own, and you are solely responsible for this decision.

Many of the activities, exercises, programs, treatments, services, classes, facilities (including without limitation the Golden Door swimming pool) and equipment at the Golden Door are not supervised by Golden Door personnel. You are solely responsible for your decision to engage in these activities and should use the same caution when engaging these activities. The Golden Door does not manufacture fitness and other equipment at its facilities, but purchases and/or leases equipment. The Golden Door is providing recreational services and may not be held liable for defective products.

Engagement in activities, exercises, programs, treatments, services, and classes, and use of the facilities and equipment at the Golden Door does not guarantee any particular result.

FSMA COMMERCIAL FARM VISITOR INFORMATION:

The Food Safety Modernization Act (FSMA) Produce Safety Rule requires visitors to be made aware of applicable food safety policies. These policies exist to reduce microbial risks associated with the production fruits and vegetables.

- ⇒ Visitors are required to stay on the main roads within the commercial farm area where produce is being grown.
- ⇒ Visitors experiencing illness or symptoms of illness may not enter the commercial farm area where produce is being grown.
- ⇒ Visitors are to be informed of restroom locations and use restrooms provided.
- ⇒ Visitors are required to wash their hands before entering the commercial farm area and after restroom use.
- ⇒ Visitors are encouraged to approach staff with any questions.

In consideration of your participation and engagement in the activities, exercises, programs, treatments, services, and/or classes at the Golden Door, and/or your use of the facilities and equipment at the Golden Door, you understand and voluntarily accept the risk of all physical and/or mental injury, illness or condition that may directly or indirectly result from such participation and/or use, and you agree that the Golden Door, its managers, officers, directors, employees, volunteers, agents, independent contractors and other service providers (the "Golden Door Parties") will bear no liability.

On behalf of yourself and your family, heirs, executors, representatives, administrators, and assigns you do hereby waive, release, and forever discharge the Golden Door and its managers, officers, directors, employees, volunteers, agents, independent contractors, and other service providers from any and all responsibilities, liabilities, and lawsuits, and causes of action, present or future, to the maximum extent permitted by law, whether foreseeable or unforeseeable, arising out of or related in any manner directly or indirectly, to your participation or engagement in the activities, exercises, programs, treatments, services, or classes at the Golden Door, and/or your use of the facilities and equipment at the Golden Door. This waiver includes, but is not limited to such claims that may result from any injury, illness, loss, or death, accidental or otherwise, during or arising in any way from your participation or engagement in any exercise or recreation activity.

You agree to waive, release, hold harmless, defend, and indemnify the Golden Door Parties for any such injury, illness or condition, including, without limitation, for any directly or indirectly-related loss or damage to you, your spouse, guests, children, unborn child, or relatives.

This consent, release and waiver of liability is effective notwithstanding any other communications or information exchanged between you and any of the Golden Door Parties, including without limitation information contained in the Personal Profile (contact information, Health, Fitness, Cuisine and Nutrition, Skin Care and Massage, and Physical Activity Readiness Questionnaire) that are attached to this consent, release and waiver of liability.

The Golden Door makes every effort to comply with guidelines and requirements set forth by OSHA and the CDC regarding the Coronavirus (COVID 19). COVID 19, however, is described as "novel." State, federal and local guidelines, regulations and information might not be adequate safety pre-cautions and protections to prevent spreading or contracting the disease. It is possible that inadvertent errors, negligent acts, omissions or incomplete information could occur that result in spreading or contracting the disease. Consequently, the Golden Door disclaims any legal liability or responsibility, without limitation, for any illness or damages from exposure to or contracting Coronavirus as a result of inadvertence, negligent acts, omissions or misinformation by any employee, manager, agent, owner, contractor, product or service provider, by any name or position whatsoever, at the Golden Door.

This consent, release and waiver of liability can only be amended by a subsequent writing signed by Kathy Van Ness, Chief Operating Officer of the Golden Door. This consent, release and waiver of liability is freely assignable by the Golden Door.

By signing below, you acknowledge you have been given a copy of this document, you acknowledge you have read this document, and that you understand that it operates as a consent, release and waiver of liability, and a promise to hold harmless, defend and indemnify the Golden Door Parties according to the terms herein.

Name (please print): _____

Signature: _____ Date: _____

IN CASE OF EMERGENCY, CONTACT: Name _____ Relationship _____

Phone: Business (_____) _____ - _____ Home (_____) _____ - _____ Cell (_____) _____ - _____