

**UNWIND Yoga & Wellness Center LLC
Release And Waiver Of Liability & COVID-19 Code of Conduct**

I, _____, hereby agree to the following:

1. I am participating in yoga classes, health programs, workshops and/or other wellness, body work, therapy, exercise and healing arts activities (collectively, the "Activities") offered by UNWIND Yoga & Wellness Center LLC (the "Studio"). The Activities may be offered in the physical location of the Studio, at the town parks in New Providence or offered online by videos, television, podcasts, apps or other digital media or platforms. All of such offerings, either physical or online, shall be considered "Activities."

2. I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate in the Activities and I have no medical condition which would prevent my full participation in the Activities. I understand that it is my responsibility to consult with a physician before my participation in the Activities. If I have done so, I have taken the physician's advice.

I understand that the Studio reserves the right to refuse my participation in any Activity on medical, fitness or any other grounds. If I have any of the Risk Factors (as defined below) for increased risk of coronavirus infection ("COVID-19"), I will consult with a physician before I participate in any Activities at the physical location of the Studio and will follow the physician's advice.

3. I am aware that my participation in the Activities could result in an injury and/or may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self-aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.

I am aware that my participation in the Activities at the physical location of the Studio or in the Park could result in exposure to COVID-19. I am aware that, if I am over the age of 65 or have an underlying medical problem (such as asthma, chronic kidney or lung disease, diabetes, hemoglobin disorders, immuno-compromised or with significant liver disease, heart conditions, obesity or pregnancy) (collectively, "Risk Factors"), I have an increased risk of contracting serious medical issues or potential death if I am exposed to COVID-19.

4. In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, including exposure to COVID-19 and potentially serious medical issues or death, that I might incur as a result of participating in the Activities at the Studio, including those which may result from the negligence of the Studio.

5. I acknowledge that COVID-19 infections have been confirmed in every state in the United States and throughout the world. In accordance with the guidance and protocols issued by the Centers for Disease Control and Prevention, the State of New Jersey Department of Health (collectively, the "Health Authorities") for slowing the transmission of COVID-19, I hereby agree, represent, and warrant that I shall not visit or utilize the facilities, services, and programs of the physical location of the Studio within fourteen (14) days after:

- returning from any areas subject to a CDC Level 3 Travel Health Notice, exposure to any person returning from any areas subject to a CDC Level 3 Travel Health Notice, or

- exposure to any person who has a suspected or confirmed case of COVID-19.

I further agree that I shall not visit or utilize the facilities, services, and programs of the physical location of the Studio if I:

- experience any symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath,
- have a suspected or diagnosed or confirmed case of COVID-19 or (iii) believe that I have been exposed to COVID-19.

I agree to notify the Studio immediately if I believe that I have been exposed to COVID-19, have been diagnosed as having COVID-19 or if I experience any of the symptoms of exposure to COVID-19 as described above.

6. The Studio has taken reasonable steps to implement recommended guidance and protocols issued by the Health Authorities as described within its COVID-19 Code of Conduct (the "CCC"). I acknowledge that I have read and understood the CCC and that I will follow all of its protocols. I acknowledge and agree that the Studio may revise its CCC at any time based on updated recommended guidance and protocols issued by the Health Authorities and best practices. I further agree to comply with the Studio's revised CCC prior to utilizing the facilities, services, and programs of the Studio.

7. I acknowledge that there is a risk that I may be exposed to COVID-19 if I participate in any Activities at the physical location of the Studio. I acknowledge that such participation may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

I acknowledge that the Studio is not responsible if I become exposed to COVID-19 while participating in such Activities at the Studio. I therefore assume the full risk and responsibility for any harm that may result if I am exposed to COVID-19 by participating in any such Activities at the Studio.

8. In further consideration of being permitted to participate in the Activities (either online or at the physical facilities), I knowingly, voluntarily and expressly waive any "Claim" (as defined below) I may have against the Studio, its owners, managers, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a "Released Party") that I may sustain as a result of participating in the Activities (either online or at the physical facilities) at the Studio even if the Claim arises from the negligence of any Released Party or anyone else.

I agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else. "Claim" includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, illness or death that I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity (either online or at the physical facilities) or exposure to COVID-19 as a result of participating in any Activity.

9. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

10. I hereby understand that the Studio from time to time may photograph, video, or otherwise record classes or events occurring at the Studio and place such photographs and videos on its Website or

social media platform. I hereby consent to the use of my image that may appear in any such photograph or video.

11. This agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in New Jersey. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Released Party.

COVID-19 Code of Conduct for UNWIND Yoga & Wellness Center

Coronavirus, COVID-19, is an extremely contagious virus that spreads easily through person-to-person contact. An inherent risk of exposure to COVID-19 exists in any public place where people are present. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, reproductive harm, permanent disability, and death. According to the Centers for Disease Control and Prevention, senior citizens and persons with underlying medical conditions are especially vulnerable. You acknowledge that participating in or observing Studio programs, events, classes, and other activities, or even merely accessing Studio facilities, may increase the risk of contracting COVID-19 or other infectious diseases. The Studio in no way warrants that COVID-19 infection or other infectious diseases will not occur through participation in or observation of Studio programs, events, classes, and other activities or accessing Studio facilities. By participating in or observation of Studio programs, events, classes and other activities, or accessing Studio facilities, you voluntarily assume all risks associated with exposure to COVID-19. The Studio will not be liable for any claims associated with, any illness, personal injury, disability or death associated with COVID-19, even if it can be established that you or your child(ren) or dependent(s) contracted an infection through participation in Studio programs, events, classes, and other activities or accessing Studio facilities. Anyone exhibiting symptoms of COVID-19 or who was recently exposed to COVID-19 within the preceding 14-day period must refrain from participating or observing, in any Studio programs, events, classes, and other activities, or access Studio facilities.

In compliance with the CDC and local government mandates across each jurisdiction, STUDIO members are expected to uphold the following Code of Conduct for COVID-19 effective August 1, 2020 anytime they are on the Studio property.

All members, programs participants, volunteers and staff are asked to answer the five health screening questions prior to coming to the Studio.

HEALTH SCREENING QUESTIONS:

1. Have you been in close contact with a confirmed or presumed confirmed case of COVID-19 in the past 14 days?
2. Are you experiencing a new cough, shortness of breath or sore throat that cannot be attributed to another health condition?

3. Have you had a fever or sense of having a fever in the last 48 hours?
4. Have you had new loss of taste or smell that cannot be attributed to another health condition?
5. Have you had new headaches, chills, muscle aches, nausea, vomiting or diarrhea in the last 24 hours that cannot be contributed to another health condition or specific activity?

If you answer “yes” to any or all of the questions above, please do not come to our Studio Activities and contact your health professional. Comply with the temperature check, which will be taken prior to being permitted to enter the Studio facility or participate in any program or service. To gain access, you must have a temperature of 100.4 degrees or less per CDC guidelines.

Members, volunteers, program participants and staff that answer “yes” to any of the health screening questions, or have a temperature of 100.4 degrees or higher, are not permitted to visit (or remain) at the Studio and cannot return to the Studio for 14-days. (A secondary temperature check may be administered 10 minutes after the initial reading to validate temperature results.).

In support of local mandates and CDC recommendations, which are subject to change across the various phases of reopening, all members, volunteers, program participants and staff are asked to wash their hands prior to participating or entering the Y and at various entry points.

All members and staff are asked to take personal precautions by practicing recommended hygiene and social distancing to help limit the spread of the virus.

In the New Jersey, all members and staff must wear a cloth face covering when in the facility. All individuals in the facility must wear face covering when entering, exiting, or walking around the facility and when within 6 feet of other people. When exercising, clients and instructors/trainers are encouraged to wear a face covering if able to do safely. If this is not possible, individuals should increase the distance (minimum of 6 feet) between themselves and others.

Wearing a mask while exercising outdoors when social distancing is maintained is not required but recommended. Wearing a mask is not required when exercising in the swimming pool.

All members and staff are required to practice social distancing at all times and to follow the circulation, entrance and egress protocol as outlined by the Studio. Conspicuous signage and staff will be positioned to help guide you. Staff will be in position and have been trained to assist in the oversight of the safety of members and staff. Those who are identified as not following the Studio’s protocol related to their personal safety and those of others may have their membership suspended or terminated. Likewise, as per Studio code of conduct, if you see others not practicing social distancing or in violation of our COVID-19 protocol please report to staff leadership.

Signature & Date

Print Name: