



PUMP COVID-19 Waiver and Hold Harmless Agreement

In consideration of participating in PUMP Program(s), related event(s), or activity, I acknowledge and agree to the following:

I understand the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. I understand COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact. I understand that an individual can be infected with COVID-19 without their knowledge and be asymptomatic.

I understand that the circumstances regarding COVID-19 change frequently and that CDC Guidelines are frequently updated. I accept full responsibility for familiarizing myself with the most recent update. PUMP has put in place preventative measures to reduce the spread of COVID-19, however I acknowledge that PUMP cannot guarantee that I or anyone else will not become infected with COVID-19, including my spouse, guests, unborn child, or relatives. I understand Participation in a PUMP athletic sports program(s), related event or activity, could increase the risk of contracting COVID-19.

I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from participating in the sports program(s) and related activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) PUMP or PUMP's officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result of my participating in the sports program(s) and related activities.

I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Pennsylvania. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO PARTICIPATE IN THE ACTIVITIES.