

TDS Space WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

RELATING TO CORONAVIRUS/COVID-19

The undersigned acknowledges that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. TDS Space has taken certain steps to implement recommended guidance and protocols issued by the Centers for Disease Control and Prevention (the "CDC"), the Department of Health and other public health agencies for slowing the transmission of COVID-19. However, the undersigned understands and appreciates both the known and potential dangers of utilizing the facilities, services and programs of TDS Space and acknowledges that the use thereof by the undersigned may, despite TDS Space' reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

THE UNDERSIGNED HEREBY AGREES, REPRESENTS AND WARRANTS that the undersigned shall not visit or utilize facilities, services or programs of TDS Space within 14 days after (i) experiencing symptoms of COVID-19, including without limitation, fever, cough, shortness of breath, (ii) has a suspected or diagnosed/confirmed case of COVID-19, (iii) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (iv) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (v) exposure to any person who has suspected or confirmed case of COVID-19. The undersigned agrees to check the CDC Travel Health Notices list at <http://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html> prior to utilizing the facilities, services or programs of TDS Space.

BY SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES THE CONTAGIOUS NATURE OF COVID-19 AND VOLUNTARILY ASSUMES THE RISK that undersigned may be exposed to or infected by COVID-19 by attending the TDS Space and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The undersigned understands that the risk of becoming exposed to or infected by COVID-19 at the club may result from the actions, omissions, or negligence of the undersigned and others, including but not limited to, club employees, and other program participants.

IN CONSIDERATION OF BEING PERMITTED TO ENTER TDS SPACE FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF THE FACILITIES, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED VOLUNTARILY AGREES TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO THE UNDERSIGNED (INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY, DISABILITY, AND DEATH) ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY OR EXPENSE, OF ANY KIND, THAT UNDERSIGNED MAY EXPERIENCE OR INCUR IN CONNECTION WITH UNDERSIGNED'S ATTENDANCE AT THE TDS SPACE LOCATION OR PARTICIPATION IN THE TDS SPACE PROGRAMS AND SERVICES.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE TDS Space, its directors, officers, employees and agents, and each of them, from any loss, liability to the undersigned and all personal representatives, assigns, heirs and next of kin of the undersigned for any loss, damage, and any claim or demands on account injury to, or an illness or death of the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned) whether caused by the negligence active or passive, of TDS Space or otherwise while the undersigned are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with TDS.

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability Agreement and agree to its terms.

Name: _____
(print)

Signature: _____ Date: _____