



Release for Participation in Event or Activity

In exchange for participation in Philadelphia Live (Activity) organized by VARLO located at 926 Haddonfield Rd #778 Cherry Hill NJ 08002, I hereby agree as follows:

1. I and anyone claiming on my behalf release and forever discharge Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against Releasee or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity ("Claims").
2. I understand that participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Activity.
3. I agree to indemnify VARLO (Releasee) against any and all claims, actions, lawsuits, damages and judgments, including attorney's fees, arising out of or relating to my participation in the Activity.
4. This Release for Participation in Event or Activity ("Release") shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasee.
5. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. I have the authority to release the Claims and have not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a

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written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of New Jersey.

6. I have carefully read and fully understand all the provisions of this Release and am freely, knowingly and voluntarily entering into this Release.

WARNING

You must follow all posted instructions while in attendance of every and all events and activities. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. I acknowledge that participation in a VARLO event and activity brings some risk and I do hereby assume responsibility for my own well-being. I will follow all Centers for Disease Control and Prevention (CDC) guidance, and all instructions while visiting VARLO events and activities. I understand, agree and hereby consent that my failure or disregard to follow all protocols in effect and required by CDC, the venue provider and governing authorities during my attendance at a VARLO event is hereby sufficient grounds to be excluded from attending the event by VARLO or an event authority, and I hereby consent in advance to leave and exit the event, without protest or refund, upon request by VARLO or an event authority due to my refusal to follow said protocols.

Assumption of Risk

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to attend a VARLO event.

Waiver, Release, and Indemnification

As a condition of my participation in this event, I, do hereby expressly waive any rights against and release and hold harmless VARLO and any of its officers, employees, affiliates, contractors, agents, heirs, legal successors, and assigns from and against any and all claims, suits, demands, losses, damages, expenses, or liability of whatever kind or nature (collectively "liability"), under any theory of law or equity, that may arise during or as a result of my presence at the premises, including but not limited to any such liability related to or arising out of illness, injury, or death associated with infection of COVID-19 or complications, symptoms, or other effects resulting from contracting COVID-19. I shall defend, indemnify, and hold harmless VARLO and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.

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I UNDERSTAND, AND IT IS MY EXPRESS INTENT, THAT THIS RELEASE AND WAIVER OF LIABILITY RELEASES VARLO FROM SUCH LIABILITY EVEN IF SUCH LIABILITY RESULTS FROM OR IS CAUSED BY THE SOLE OR CONTRIBUTORY OR ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF VARLO OR ANY THIRD PARTY. I ALSO UNDERSTAND AND AGREE THAT VARLO DOES NOT ASSUME ANY RESPONSIBILITY OR OBLIGATION TO PROVIDE FINANCIAL OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY ASSISTANCE IN THE EVENT OF INJURY OR ILLNESS. IN THE EVENT THAT I OR MY FAMILY MEMBER IS INJURED, BECOMES ILL, OR SUFFERS COMPLICATIONS DUE TO COVID-19, ALLEGEDLY AS A RESULT OF MY PARTICIPATION IN A VARLO EVENT, I AGREE TO RELEASE AND HOLD HARMLESS VARLO IN THE SAME MANNER AND TO THE SAME EXTENT AS SET FORTH ABOVE.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Activity may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with attendance at the Activity or participation. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Release, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Activity, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

SIGNATURES

Signature of Release

Date

Printed Name of Release