

COVID-19 LIABILITY WAIVER

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for use of the property, facilities, and services of Einsteiners, of 310 Daniel Webster Hwy, Nashua, New Hampshire, 03060, I, _____, of 310 Daniel Webster Hwy, Nashua, New Hampshire 03060, agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings regarding COVID-19, and further agree to follow any oral instructions or directions given by Einsteiners, or the employees, representatives or agents of Einsteiners.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity regarding COVID-19, acknowledge the contagious nature of COVID-19 and understand that CDC and public health authorities recommend the practice of social distancing, and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Einsteiners LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Einsteiners LLC, whether caused by the fault of myself, my family, Einsteiners LLC or other third parties.

I acknowledge that Einsteiners LLC has followed all local and state requirements regarding the coronavirus pandemic to reduce the spread of COVID-19. I acknowledge that Einsteiners LLC cannot guarantee that I will not become infected with COVID-19.

3. INDEMNIFICATION. I agree to indemnify and defend Einsteiners LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Einsteiners LLC.

4. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under New Hampshire law.

5. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Einsteiners LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

6. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead

to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

7. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

8. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By: _____ Date: _____
