

SUPPLEMENTAL HEALTH AND SAFETY GUIDELINES

- Before returning to class, all Members will be required to agree to a new Waiver,
 Release and Compliance Agreement, a copy of which is attached to these guidelines.
- Coaches and Members will not be permitted to enter the facility or participate in any class if they are showing any symptoms, which include but are not limited to:
 - Fever or chills
 - Cough, shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - Loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea
- Coaches will be required to comply with strict health screening protocols, including the requirements of the Waiver, Release and Compliance Agreement attached to these guidelines. In addition, prior to leaving home to coach a Swish House class, Coaches will be required to self-identify symptoms and stay at home if symptomatic or if they have been in contact with any person who has tested positive or is suspected of having COVID-19. Prior to entering the facility, Coaches will be required to self-screen to ensure no symptoms of COVID-19. Coaches will not be permitted to report to, or be allowed to remain at, any Swish House class or facility if exhibiting any symptoms or if they feel ill. If any Coach contracts COVID-19, they will not be permitted to coach any Swish House class and must follow all CDC, federal, state and local guidelines.
- All Coaches and Members must be fully-vaccinated against Covid-19.



Waiver, Release and Compliance Agreement

The Swish House member (the "Member") hereby acknowledges and agrees that HoopsLink LLC d/b/a Swish House (hereinafter, "Swish House") is taking all necessary precautions to protect its Members, coaches and trainers, all other users of its facilities and the general public. To that end, Member hereby agrees to follow all rules, policies, guidelines and recommendations issued by the Center for Disease Control, any governmental authority (federal, state and local) and Swish House policies and procedures for social distancing and otherwise to prevent the spread of the Novel Coronavirus and/or COVID-19. These policies and procedures, include, without limitation, completing a self-health check prior to the Member coming to any Swish House facility or class. By attending any Swish House Class, the Member hereby confirms each of the following statements, and each Member hereby agrees that it will not come to any Swish House facility or class if it cannot confirm each of the following statements:

- 1. I have no signs of a fever or a temperature of 99.9 degrees or greater within the past 48 hours.
- 2. I have not had a cough or trouble breathing within the past 48 hours.
- 3. I have not lost my sense of taste or smell within the past 48 hours.
- 4. To my knowledge, I have not had "close contact" with an individual diagnosed with COVID-19. "Close contact" means living in the same household as a person who has tested positive for COVID-19 or has symptoms of COVID-19, being within 6 feet of a person who has tested positive for COVID-19 or coming in direct contact with secretions (e.g., shared utensils, being coughed on, etc.) from a person who has tested positive for COVID-19. Medical professionals who are servicing COVID-19 patients are exempted from this portion of the certification.
- 5. I have not been asked to self-isolate or quarantine by my doctor, any local health official or any other medical professional.
- 6. I have been fully-vaccinated against Covid-19.

The Member agrees to comply with all guidelines, directions and policies of Swish House and the Swish House coach related to the prevention of the spread of the Novel Coronavirus and/or COVID-19 and otherwise, as the same may be updated from time to time.

The Member acknowledges the risk associated with participating in a Swish House class during a global pandemic and understands and agrees that they waive their rights and the rights of anyone claiming by or through them or on their behalf, including, without limitation, their heirs,



administrators, executors, successors and assigns, to any and all claims arising out of the participation by the Member in any Swish House class, including without limitation, any claims in connection with contracting an infectious disease such as the Novel Coronavirus or COVID-19, personal injury, bodily injury and/or death and all property loss or damage, no matter the cause. The Member hereby acknowledges and agrees that they are also subject to Swish House's general liability waiver and release and acknowledgement of risk, which is posted at https://www.swishhouse.com/terms-and-conditions, as the same may be updated from time to time. The Member further covenants not to sue or assert any claims against Swish House or any other party for any liability arising out of their participation in any Swish House class, even if the liability arises out of negligence that may be foreseeable. This waiver and release inures to the benefit of Swish House, all of its officers, directors, members and owners, all of the Swish House coaches and the owners of any facility where Swish House operates.