



**ASSUMPTION OF RISK / WAIVER OF LIABILITY /
INDEMNIFICATION AGREEMENT**

I/We, the undersigned member(s) of Sports Center of Morehead City, N.C., acknowledge that we have, as of the date set forth below, received and reviewed the COVID-19 Guidelines for Members (the “Guidelines”). The Guidelines detail the policies and procedures adopted by Sports Center of Morehead, Inc. and FLOWFIT, LLC (hereinafter collectively referred to as “Sports Center”) in an effort to reduce the risks to health and safety presented by the ongoing threat of SARS-CoV-2, which has been declared a global pandemic and a national public health emergency.¹

The Guidelines reflect best practices and procedures based upon existing recommendations from public health authorities. Sports Center will continue to review public information and advisories provided by these authorities and may, from time to time, update and amend its Guidelines in order to reflect the current guidance and to ensure compliance with the directives of applicable governmental agencies. Such changes will be promptly communicated to members.

I/We agree to abide by the Guidelines while on the Sports Center premises and while using the Sports Center facilities. I/We understand that failure or refusal to abide by the Guidelines may result in my/our removal from the premises and the denial of access to the facilities.

Sports Center values the health and safety of its members and has implemented policies and procedures intended to reduce the risk of exposure to and transmission of SARS-CoV-2 (novel corona virus). However, I/we understand that, in a facility of this kind, it is not possible to totally eliminate all risks, and that Sports Center cannot and does not guarantee its members against exposure to pathogens,

¹ The Secretary of Health and Human Services (“HHS”) declared a public health emergency on January 31, 2020 related to SARS-CoV-2, the novel corona virus which causes COVID-19. The World Health Organization (“WHO”) declared the COVID-19 outbreak to be a pandemic on March 11, 2020. The President of the United States declared a state of emergency under the Federal Emergency Management Act, applicable to all states and territories of the U.S., on March 13, 2020.

including infectious diseases. Individual members bear the ultimate responsibility for their personal health and safety and are strongly encouraged to take all precautions they may deem necessary or appropriate to avoid the spread of SARS-CoV-2/COVID-19.

I/We agree to assume all risk of exposure to pathogens and infectious diseases, including but not limited to SARS-CoV-2/COVID-19, associated with or resulting from the use of the Sports Center facilities. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation. I/We agree to release Sports Center from all liability and hereby waive all claims related to or arising from exposure to or transmission of pathogens and infectious diseases, including but not limited to SARS-CoV-2/COVID-19. I/We agree to hold Sports Center harmless from all legal liability and financial responsibility for damages, injury, or illness sustained as the result of using or visiting the Sports Center facilities during the COVID-19 pandemic.

I have read and understood each of the foregoing provisions and hereby consent to and agree to be bound by all of the terms set forth therein, as of this _____ day of _____, 2020.

Member Signature

Member Signature

Printed Name of Member

Printed Name of Member

FOR MEMBERS OF MINORITY AGE UNDER THE AGE OF 18

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name minor: _____ Age _____
Name minor: _____ Age _____
Name minor: _____ Age _____
Name minor: _____ Age _____

MEMBERS ARE REQUIRED TO DISINFECT ALL EQUIPMENT BEFORE AND AFTER EACH USE.