

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Arenal Fitness has put in place preventative measures to reduce the spread of COVID-19; however, Arenal Fitness cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Arenal Fitness could increase your risk and your child(ren)'s risk of contracting COVID-19.

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 Arenal Fitness 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 Arenal Fitness may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Arenal Fitness 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 my myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at Arenal Fitness. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Arenal Fitness' 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 Arenal Fitness, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Arenal Fitness program.

Signature of Member/Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Arenal Fitness Participant(s)