



YOUTH VISITOR AND GUEST WAIVER

PARENT/GUARDIAN: _____ PHONE: _____

ADDRESS: _____ CITY/STATE: _____

ZIP: _____ EMAIL: _____ DOB _____

As consideration for being allowed to enter fitness club/or participate in any program and/or physical activity of Windsor Athletic Club the undersigned, on his or her behalf, and on behalf of the participant(s) named below, acknowledges, appreciates, understands, and agrees to the following:

(Please initial)

_____ I represent that I am the parent or legal guardian of the participant(s) named below or I have obtained permission from the parent/legal guardian of the participant(s) named below to execute this agreement on their behalf.

_____ I, for myself and the participant(s) named, acknowledge and understand that there are known and unknown risks associated with all exercises and use of all equipment, machinery or facilities, participation in activities, classes, programs, personal trainings or instructions and all the aforementioned shall be undertaken voluntarily by me, at my sole risk with knowledge of the dangers involved.

_____ I, for myself and the participant(s) named, agree that the health club, its owners, officers, servants, agents or employees shall not be liable for any costs, claims, demands, injuries, deaths, damages, liabilities, actions or causes of actions whatsoever, to person or property, arising out of or connected with the use of any of the services, equipment, machinery or facilities or participation in any activities, classes, programs, personal trainings or instructions of the health club or the premises where the same are located including those arising from (i) acts of active or passive negligence on the part of the health club, its owners, officers, servants, agents, or employees, (ii) the sudden and unforeseen malfunctioning of any equipment or machinery and (iii) participants slipping and/or falling while in the health club or on the premises, including adjacent sidewalks and parking areas, and do hereby expressly forever waive, release and discharge the health club, its owners, officers, servants, agents or employees from any and all such costs, claims, demands, injuries, deaths, damages, liabilities, actions, or causes of action.

_____ I, for myself and the participant(s) named, am of physical ability to participate and legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.

_____ I, for myself and the participant(s) named, understand that entry by myself and the participants named constitutes consent for Windsor Athletic Club to use any film, video, or likeness of participants for any purpose what so ever, without payment to the participant.

_____ In case of emergency, I give permission to the employees of the Windsor Athletic Club to evaluate, respond to, and notify the emergency medical services if needed for the participant(s) listed below, until such time as a parent/guardian can be notified.



COVID-19 Liability Waiver

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.

The Windsor Athletic Club has put in place preventative measures to reduce the spread of COVID-19; however, the Windsor Athletic Club cannot guarantee that you, your child(ren) and all those in your family (extended family) will not become infected with COVID-19. Further, attending the Club could increase your risk and your family's risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that me, my family, my child(ren) may be exposed to or infected by COVID-19 by attending and participating in Windsor Athletic Club programs, activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I, and all those in my family, including my children, understand that the risk of becoming exposed to or infected by COVID-19 at the Windsor Athletic Club or by those attending the Windsor Athletic Club programs/activities, may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Windsor Athletic Club employees, volunteers, and program/activity participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, sickness or harm to myself, my family, my child(ren) (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 my, my child(ren)'s attendance at the Windsor Athletic Club or participation in Windsor Athletic Club services, amenities, programs, activities, offerings ("Claims").

On my behalf, and on behalf of my family, children and extended family, I hereby release, covenant not to sue, discharge, and hold harmless the Windsor Athletic Club, 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 Windsor Athletic Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Windsor Athletic Club services, amenities, programs, activities and offerings

PARTICIPANT NAME **DATE OF BIRTH**

PARTICIPANT NAME **DATE OF BIRTH**

PARTICIPANT NAME **DATE OF BIRTH**

PARTICIPANT NAME **DATE OF BIRTH**

PARENT/GUARDIAN SIGNATURE

TODAY'S DATE