



## **Waiver and Assumption of Risk**

### **Health Appraisal**

I take full responsibility for my health and safety. If you have any questions or concerns about engaging in physical activity, we recommend you follow up with your primary care physician.

### **Waiver**

In consideration of being permitted to use the Ascension Genesys Health Club facilities and equipment, on behalf of myself and those of minor children participating for whom I am a parent, grandparent or guardian, I hereby knowingly and voluntarily release, discharge and hold harmless Ascension Genesys Health Club, including its owners, parent, subsidiaries, affiliates, operators, employees, and agents, from any and all liability for injury, accident, illness, death, property damage or property loss as a result of using Ascension Genesys Health Club facilities or equipment, or participating in any and all club activities. This release also shall be effective as to my heirs, personal representatives and assigns.

This Waiver and Assumption of Risk is based on my acknowledgement that I am at least 18 years of age, and further that I know, understand, and appreciate the inherent risks of using Ascension Genesys Health Club facilities and equipment and participation in any class activity, program, or instruction, including, without limitation, use of the locker room, pool, whirlpool, sauna, steam room, parking area, sidewalk, or any of the facilities and equipment in Ascension Genesys Health Club. I know that these risks range from minor scrapes, strains, and bruises to significant injuries such as broken bones, eye injury or loss, concussions, paralysis, and even death.

### **Club Virtual (Member Participation Optional)**

**EXERCISE RELEASE AND WAIVER** This Is A Release Of Liability And Waiver Of Certain Legal Rights Ascension Genesys Health Club (AGHC) is pleased to provide virtual on demand exercise videos. We recommend you check with your physician before beginning this exercise program to minimize the risk of injury. You should also continually monitor your environment and your body, and stop exercising if you feel nauseous, shortness of breath, pain, or anything else that could indicate injury. Please read the information below to ensure you understand your actions are determined by you, and you are responsible for your actions.

**ACKNOWLEDGEMENT OF PARTICIPANT Voluntary Participation & Assumption of Risk** I am voluntarily participating in this Program. AGHC has not evaluated my environment, technique, or comfort level; I am solely responsible for my participation. I represent to Ascension that I am in proper health to participate in this exercise. I am aware of the risks associated with participating in this Program, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence. I understand all of these risks are open and obvious dangers. Nonetheless, I assume all related risks, both known or unknown, of my participation in this Program.

**RELEASE OF LIABILITY AND PROMISE NOT TO SUE** In consideration for being allowed to participate in this Program, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue AGHC, its affiliates or subsidiary organizations, any Trustees of Ascension or its affiliates, subsidiaries, or any of their employees, officers, directors, volunteers and agents (collectively "Ascension"). I further release Ascension from any and all claims, including claims of Ascension's negligence, resulting in any injury, illness, or damages I may suffer because of my participation in the Program.

AGREEMENT TO PAY CLAIMS I agree to hold Ascension harmless from any and all claims, including reasonable attorney's fees or damage to my personal property that may occur as a result of my participation in this Program. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment.

STATEMENTS OF UNDERSTANDING I am 18 years of age or older. I understand the legal consequences of signing this document, including (a) releasing Ascension from all liability, (b) promising not to sue Ascension, (c) and assuming all risks of participating in this Program. I understand that this document is written to be as broad and inclusive as legally permitted by the State of Michigan. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I have read this document and I am signing it freely. No other representations concerning the legal effect of this document have been made by me.

**Coronavirus/COVID-19 WARNING AND DISCLAIMER**

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact, through the air, and on surfaces, even with recommended disinfection practices. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Ascension Genesys Health Club programs or accessing Ascension Genesys Health Club facilities could increase the risk of contracting COVID-19. Ascension Genesys Health Club in no way warrants that COVID-19 infection will not occur through participation in programs or accessing the facility.

**Code of Conduct:**

I acknowledge receipt of the Ascension Genesys Health Club Rules and Bylaws brochure. I, along with my family and any minors on whose behalf I have signed, commit to adhering to all club rules. I understand that any violation by me, my family, or minors may result in the suspension or termination of my membership at the discretion of management.

Furthermore, I agree to conduct myself and be responsible for the behavior of my guests in a professional and respectful manner at all times.

**Signing on behalf of myself, and as the parent, grandparent, or guardian of minor children (17 years & younger) and any guests accompanying us:**

**Print Name** \_\_\_\_\_

**Signature of Member:** \_\_\_\_\_ **Date:** \_\_\_\_\_