A picture containing food, drawing

Description automatically generated

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT**

In consideration of being allowed to participate at the Facility known as Concord Sports Center, I do hereby assume full responsibility for any and all damages, injuries or losses that I mays sustain or incur while attending or participating in any Facility exercise program, sport or physical activity. For allowing me to use the Facility I agree, to the fullest extent permitted by law, as follows:

1. To waive all claims that I have or may have against Concord Sports Center, LLC, its

members, managers, employees, agents, servants, and volunteers arising out of my use of the Facility.

2. To release Concord Sports Center, LLC, its members, managers, employees, agents, servants, and volunteers from all liability for any loss, damage, injury or expense that I (or my child(ren)/ward(s)) may suffer, arising out of my use of the Facility, from any cause whatsoever, including negligence or breach of contract on the part of Concord Sports Center, LLC, its members, managers, employees, agents, servants, and volunteers in the operation, supervision, design or maintenance of the Facility.

Assumption of Risk

I am aware that there are certain inherent risks, dangers and hazards associated with engaging in physical activities that can result in serious personal injury or death. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury associated with any use of the Facility. I further recognize and acknowledge that the risks inherent in engaging in physical activities can be greatly reduced by seeking instruction from a trained professional, consulting with my physician, using common sense and following the Rules and Regulations of the Facility. I certify that I am in good physical condition and have no known disabilities that might be detrimental to my health or well-being.

**COVID 19 Release of Liability**

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. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected. by COVID-19 by attending the facility 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 facility it may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Concord Sports Center 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 child(ren) or myself (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 child(ren)’s attendance at the facility or participation in Concord Sports Center programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the 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 Concord Sports Center, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Concord Sports Center program. Parent or Guardian must sign if the participant is UNDER 18.

discharge, and hold harmless the 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 Concord Sports Center, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Concord Sports Center program. Parent or Guardian must sign if the participant is UNDER 18.

**Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Street Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Town:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_**

**Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**