

Health Screening Confirmation and Release of Liability: Outdoor Fitness Classes

The Senior Center of Jackson Hole (SCJH) wants to make sure that our members, instructors, and staff feel safe when taking part in Senior Center activities. Due to the COVID-19 pandemic, you are required to confirm the following:

- You and all members of your household are not experiencing any of the following symptoms: cough, shortness of breath or difficulty breathing, fever, chills, sore throat, muscle aches, headache, or loss of smell or taste.
- You and all members of your household are not currently under quarantine due to having tested positive for COVID-19 or due to having been exposed or potentially exposed to COVID-19.
- Within the past two weeks, you and all members of your household have not:
 - Tested positive for the COVID-19 virus
 - Had close contact with anyone confirmed to have the COVID-19 virus
- You agree to abide by all safety and social distancing measures

If the above status changes, I agree not to participate in fitness classes until I have quarantined or am cleared by a doctor.

Waiver and Release of Liability

It is expressly agreed that participation in any Fitness Activities sponsored by SCJH shall be undertaken by participants at their sole risk, and that the SCJH shall not be subject to any claim, demand, of any loss, damage, injury, or death caused to any instructor or participant from any cause whatsoever including but not limited to illness or death due to COVID-19. Every participant, for himself/herself, and on behalf of his/her spouse, children, guests, executors, administrators, successors and assigns, does hereby expressly forever release and discharge the SCJH, its agents, partners, employees, successors and assigns, from all such claims, demands, injuries, damages, rights or causes of action.

The undersigned waives any right to claim against SCJH, its officers, directors, partners, employees, or agents for loss of life, bodily injury, property damage and/or loss, or personal loss that may be sustained in connection with participation in the Fitness Activities.

The undersigned releases and agrees not to sue SCJH with respect to all claims, liabilities, suits or expenses (including attorneys' fees and costs) in any way connected with my enrollment or participation in the Fitness Activities. I agree to waive all claims I may have against SCJH and agree that neither I nor anyone acting on my behalf, will make a claim against SCJH as a result of any injury, damage, death or other loss suffered by me.

The undersigned further agrees to defend and indemnify SCJH, its agents, partners, employees, successors and assigns, with respect to all claims brought by or on behalf of me, a

family member, a co-participant, or any other person for any injury, damage, death or other loss in any way connected with my participation in the Fitness Activities, Exercise Machines or Free Weights, including claims for personal injury, property damage, wrongful death, breach of contract or otherwise.

It is agreed that as a participant the undersigned knowingly and voluntarily assumes any and all risk inherent to his/her participation.

I HAVE READ AND UNDERSTAND THE FOREGOING, AND SIGN THIS ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION VOLUNTARILY.

Signature

Print

Date

Please sign and return to Senior Center drop box at the main entrance of the Senior Center. If you refuse or are unable to confirm to meet health screening requisites and accept the waiver and release of liability, we are unable to grant you access to SCJH activities at this time.