



Second Presbyterian Church Waiver and Release of Liability

In consideration for the Second Presbyterian Church (“2PC”), allowing me to use 2PC’s fitness center (“Fitness Center”) during the ongoing state of emergency related to the novel coronavirus (COVID-19) pandemic (“Pandemic”), I hereby agree and acknowledge as follows:

1. To the best of my knowledge, I am not exhibiting any symptoms of COVID-19 (i.e., fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, congestion or runny nose, nausea or vomiting, or diarrhea), I have not tested positive for COVID-19 within the past 14 days, I have not been exposed to anyone who is suspected to have or is confirmed to have COVID-19 in the previous 14 days, I am not awaiting results of a COVID-19 test, and I have not travelled internationally within the past 14 days.
2. I understand and agree that I will not access the Fitness Center if I have any symptoms of COVID-19, if I have tested positive for COVID-19 within the past 14 days, if I have been exposed to anyone who is suspected to have or is confirmed to have COVID-19 in the previous 14 days, if I am awaiting results of a COVID-19 test, or if I have travelled internationally within the past 14 days. I understand and acknowledge that 2PC reserves the right to revoke my right to use the Fitness Center at any time if I enter the Fitness Center in violation of this provision.
3. I understand that prior to using the Fitness Center, I will be required to register online for a 45-minute slot, that I will be limited to this 45-minute slot for my use of the Fitness Center, and that the Fitness Center will be limited to 4 users at a time. I understand and agree that if I arrive for my time slot and find 4 users already using the Fitness Center, I will wait until one of the users has left so that the number of users at any given time does not exceed 4. If I miss my 45-minute slot, I will re-register for a new time slot.
4. I understand and agree that during my use of the Fitness Center I will practice social distancing in excess of CDC guidelines. Specifically, I agree to stay at least ten (10) feet away from anyone else who is in the facility, whether other users or staff members. I understand and agree that while using the Fitness Center I will cover any coughs and sneezes, wash my hands frequently, and sanitize and disinfect any equipment that I touch or with which I come into physical contact, before and after such physical contact.
5. I understand that I do not need to wear a mask while exercising, but I do need to wear a mask at all other times while I am in the Fitness Center, including during check-in and check-out, while moving between equipment, and while using common areas such as restrooms and locker rooms.
6. I understand and acknowledge that guests, invitees, and any minor child(ren) are not permitted to use or access the Fitness Center during the Pandemic and until contrary instructions from 2PC.
7. I understand and acknowledge that use of the Fitness Center may be generally hazardous and pose a heightened risk of exposure to COVID-19, and I knowingly accept this risk. I realize that all risks associated with my use of the Fitness Center, including but not limited to, contracting COVID-19 or being exposed to someone with COVID-19, are assumed solely by me and that the responsibility to ascertain if using the Fitness Center might prove harmful to me is solely my own.
8. I agree to abide by all Fitness Center rules and policies and with customary safe practices related to COVID-19 or otherwise.
9. I release, waive, forever discharge and covenant not to sue 2PC, its members, pastors, directors, employees and agents (the “Released Parties”) from any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal injury or death related to COVID-19 or otherwise, or any other consequences thereof, of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the Fitness Center during the Pandemic. I hereby forever and fully agree to defend, indemnify, and hold harmless the Released Parties of and from any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal injury or death related to COVID-19 or otherwise, or any other consequences thereof, of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to my use of the Fitness Center during the Pandemic. I hereby further agree that this Waiver and Release of Liability shall be constructed in accordance with the laws of the State of Tennessee. If any term of this Waiver and Release of Liability is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect.
10. It is my expressed intent that this Waiver and Release of Liability shall bind my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased.
11. In signing this release, I acknowledge and represent that I have read the foregoing agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

User’s Name: _____

User’s Signature: _____

Phone Number: _____