

## **WAYSIDE ATHLETIC CLUB ACKNOWLEDGEMENT & AGREEMENT**

Please read this document in its entirety before signing. By signing this agreement, you are certifying to Wayside Athletic Club (“Company”) that you are medically clear to participate in physical fitness activities, including those activities offered by Company’s Programs and those of New England Gymnastics Academy (NEGA) now or at any time in the future.

### **STATEMENT:**

I/we represent that we are in good physical condition and have no disability, impairment or ailment preventing participation in the club and NEGA’s fitness and sports programs. The club urges every member to have a medical checkup before participating in any of these programs. I/we recognize the risk of injury in any exercise program, and I/we am participating at my own discretion and free will.

### **UNDERSTANDING OF RISK**

I hereby acknowledge and agree that participation in Company and NEGA fitness activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation in Company fitness programs and facilities, including but in no way limited to:

(1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with fitness program participation and facility use and that said list in no way limits the operation of this Agreement.

### **PHOTOGRAPHY**

I/we hereby grant permission for myself, my spouse, and/or my minor child to be photographed and/or videotaped by Wayside Athletic Club staff and/or designees of Wayside Athletic Club for Wayside Athletic Club related promotions. I expressly release and forever discharge Wayside Athletic Club and any of its authorized agents from any and all claims and demands of any kind whatsoever in relation to, or arising out of, the use of these images or likeness.

### **CORONAVIRUS / COVID-19**

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Participating in Company programs or accessing Company facilities could increase the risk of contracting COVID-19. Company in no way warrants that COVID-19 infection (or spread of other communicable illness or disease) will not occur through participation in Company programs or accessing Company facilities. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of Company if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify Company immediately if he or she believes that any of the foregoing access/use restrictions may apply. The undersigned acknowledges and assumes both the known and potential dangers of utilizing the facilities, services, and programs of Company and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Company’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

By signing below, I/we accept the terms of the Wayside Athletic Club Acknowledgement and Agreement on behalf of our minor child(ren):

Child's Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Parent/Guardian Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_