

**TOWN OF MARANA
EMPLOYEE FITNESS CENTER
ASSUMPTION OF RISK, WAIVER OF LIABILITY
AND
STATEMENT OF INDEMNIFICATION**

As a participant of the Town of Marana Employee Fitness Center, I hereby waive and release any and all rights and claims for damages I may have against the Town of Marana, its officers, employees, agents, representatives or volunteers for any and all injuries, damages or liabilities suffered or incurred as a result of my use of or presence in the Fitness Room.

I also agree to hold harmless the Town of Marana, its officers, employees, agents, representatives or volunteers from and against any and all liability, loss, damage, claim, costs and expenses (including reasonable attorneys' fees and court costs) incurred or claimed on account of my injury or death or damage or destruction to my property resulting from my use of or presence in the Fitness Room.

I acknowledge that using and being present in the Fitness Center exposes me to a possible risk of personal injury. I have received advice from my doctor that I am capable of physical exercise, or I will seek a doctor's advice, or I will assume the risk of exercising without a doctor's examination. I affirm that I alone am responsible to decide whether to use the Fitness Center. I assume all responsibility and liability for any and all injuries I may sustain due to my use of or presence in the Fitness Room.

I irrevocably release and waive any claims that I now or hereafter may have against the Town of Marana, its officers, employees, agents, representatives or volunteers arising out of my use of or presence in the Fitness Center.

I intend to be legally bound by this document and to bind my heirs, executors and administrators by it.

Assumption of Risk and Waiver of Liability related to COVID-19

COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by my use of the Fitness Center, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself or others. I acknowledge use of the Fitness Center may increase my risk of contracting COVID-19, and may increase the risk of transmitting COVID-19 to others.

I understand that the risk of becoming exposed to or infected by COVID-19 at the Fitness Center may result from the actions, omissions, or negligence of myself and others.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and others including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that they or I may experience or incur in connection with use of the Fitness Center. I hereby release, covenant not to sue, discharge, and hold harmless the Town, its employees, agents, and representatives, of and from any claims related to COVID-19, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I further agree to indemnify and hold harmless the Town of Marana and its employees, agents, and representatives from any claim that may arise from or in connection with my use of the Fitness Center, including claims related to COVID-19. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Town, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after use of the Fitness Center.

As a condition of use of the Fitness Center, I agree to follow the most up-to-date guidance from the Centers for Disease Control to prevent spread of COVID-19. Specifically, while using the Fitness Center, I will do the following:

- Maintain six feet of distance between myself and others in the gym
- Clean equipment both before and immediately after use

Failure to comply with the above terms will result in revocation of use of the Fitness Center.

Signature	Printed Name	Date
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