



Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

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 and Covid-19 virus droplet inhalation. As a result, Federal, Provincial, and local governments and Federal and Provincial Health Agencies have placed restrictions on the congregation of large groups of people unless physical distancing measures can be effectively maintained. **Gold’s Gym British Columbia (“the Club”)** has initiated policies and procedures for both staff and members to observe and obey, as specifically mandated by Public Health Authorities and WorkSafe BC, as preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that infection with COVID-19 may not occur within its premises, despite the safety procedures implemented at its Clubs.

By signing this Document, I consent to and declare that:

1. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Club 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 Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club Employees, Independent Contractors, Members, and Guests;
2. I am not experiencing any symptoms related to Covid-19 infection, I am in good health and I am able to attend the Club and participate in activities and services the Club offers;
3. Should I develop any symptoms related to Covid-19 or become infected with the virus, I agree to notify the Club and immediately stop attending the Club for a minimum of 14 days, beginning from the date of the onset of initial symptoms and/ or date of confirmed infection. Prior to returning to the Club and use of its facilities and programs, I agree to provide sufficient evidence that I have been medically cleared of Covid-19 infection (admittance into the Club will be at the sole discretion of Club Management)
4. I have familiarized myself with and I agree to comply with all Covid-19 rules and regulations imposed by the Club regarding the use of the facilities, equipment and cleaning protocols, including maintaining physical distancing of a minimum of six (6) feet at all times, while in the Club;
5. I understand that if I do not obey the rules and regulations that are posted in the Club’s fitness facilities, my membership with the Club may be suspended or rescinded as a result of the infraction of the Club rules and/ or regulations (membership suspension or revocation will be at the sole discretion of the Club Management);
6. In consideration of my use of the exercise equipment, programs and facilities provided by the Club, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Club and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment, programs or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company.
7. I voluntarily accept all of the foregoing risks and assume full and sole responsibility for any and all injuries or illness to myself (including, but not limited to, personal injury, illness, disability, and death), damages (both economic and non-economic), claim, liability, expense, or losses of any kind, that I may experience or incur, in connection with my attendance at the Club or participation in the Club programming, or services (“Claims”). On my behalf, I hereby fully and forever release covenant not to sue, discharge and hold harmless the Club, the company, its insurers, employees, agents, officers, directors, associates, and representatives, of and from any and all liabilities, claims, actions, including demands, damages, costs or expenses of any kind related thereto, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of the Club. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending the Club, use of the Club equipment or participation in any Club programs or services.

First Name

Last Name

Member #

Signature

Date