



## Valley Health *LifeStyles* COVID-19 Waiver and Release of Liability

Adult Member Name: \_\_\_\_\_  
(Last) (First)

Child Member Name: \_\_\_\_\_  
(Last) (First)

Guest Name: \_\_\_\_\_  
(Last) (First)

### COVID-19 WAIVER AND RELEASE OF LIABILITY

You (each member, guest and all participating family members) agree that if You engage in any physical exercise or activity, or use any LifeStyles equipment, facility, and/or amenity on the premises or off premises, including any sponsored LifeStyles event and any outdoor personal training session and/or outdoor group fitness class (“Outdoor Activity”) (collectively, “LifeStyles Activity”), You do so entirely at your own risk. Irrespective of any medical clearance provided by your physician, You agree that You are voluntarily participating in the LifeStyles exercise program and voluntarily using these facilities and premises and You assume all risks of injury, illness or death to the fullest extent permitted by law.

By signing below, you acknowledge that any Outdoor Activity carries additional risks, including, but not limited to, those caused by terrain, facilities, temperature, weather, environment, vehicular traffic, lack of hydration and actions of other people, including but not limited to, participants, pedestrians, spectators and instructors.

By signing below, you further acknowledge that COVID-19 has been declared a worldwide pandemic, is extremely contagious and can spread from person-to-person contact. You agree to follow: (a) any then-current LifeStyles policies, procedures and/or rules intended to reduce the spread of COVID-19, as may be amended from time to time; (b) any applicable Centers for Disease Control and Prevention (CDC) guidelines, which include, without limitation: sanitizing your hands before and after participating in a LifeStyles Activity, maintaining appropriate social distancing, wearing a face covering (except where doing so would inhibit your health), and monitoring your health daily; and (c) any additional recommendations and/or mandates by the CDC, the New Jersey Department of Health or any state or local authority, which are subject to change. By signing below, You acknowledge that You understand the contagious nature of COVID-19 and voluntarily assume the risk that You may become infected, exposed, or otherwise contract COVID-19 while participating in any LifeStyles Activity.

You further acknowledge that You cannot participate in any LifeStyles Activity if: (1) You are presenting any symptoms of COVID-19 (including, without limitation, cough, shortness of breath, difficulty breathing, fever (temp of 100.4°F or higher), chills/repeated shaking with chills, fatigue, muscle aches/pains, diarrhea, nausea, vomiting, abdominal pain, sore throat, runny nose, headache, new loss of taste/smell); and/or (2) You have traveled to any currently restricted area within the United States or internationally within 14 days of the date of the LifeStyles Activity.

You expressly agree to release and discharge LifeStyles, Valley Health System and all affiliates, officers, employees, agents, trustees, representatives, successors or assigns (collectively, “VHS Released Parties”), from any and all claims, liability, losses or causes of action for any injury, loss or damage resulting from or arising in any way out of: (a) your use of any equipment, facility, and/or amenity and/or your participation in any LifeStyles Activity on or off premises; (b) the sudden and unforeseen malfunctioning of any equipment; and (c) our instruction, training, supervision or dietary recommendations (collectively, “Claims”). We are also not responsible for any loss of your personal property.

You acknowledge that You have carefully read this Waiver and Release of Liability Agreement and fully understand that it is a release of liability. You agree to voluntarily give up or waive any right that You may otherwise have to bring a legal action against any of the VHS Released Parties for personal injury or property damage, including negligence on the part of the VHS Released Parties and Claims in any way connected to COVID-19, to the fullest extent permitted by law. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

**Your signature below confirms that You have read, understand and agree to the above COVID-19 Waiver and Release of Liability Agreement. If You are signing on behalf of a child member, You represent that You are the parent/guardian of the minor whose name appears above and that You consent and agree to the terms and provisions set forth in this COVID-19 Waiver and Release of Liability Agreement on behalf of yourself and said minor.**

**Member Signature:** \_\_\_\_\_

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

**Guest Signature:** \_\_\_\_\_

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