

McLeod Health & Fitness Center (the "Center")
Waiver of Liability and Indemnification Agreement /
Warning of Inherent Risk
for Communicable Diseases including COVID-19

READ BEFORE SIGNING

Participation in activities within the Center risks the **possible exposure to an illness from infectious diseases** (including COVID-19) which may range in severity from minor to disabling to even death. Individuals using the Center's facilities and equipment can and do have a responsibility to help reduce the chance of illness/injury by obeying all safety rules, reporting all physical problems/illnesses, and following all guidelines for safe participation. However, it is impossible to eliminate the risk.

Special consideration should be given to the risks of using the Center's facilities and equipment associated with the COVID-19 pandemic. While there are many unknowns regarding COVID-19, the best information is that the novel coronavirus that causes COVID-19 is highly contagious, and may be transmitted by asymptomatic individuals. The Center will take reasonable efforts to follow all applicable guidelines of the South Carolina Department of Health and Environmental Control (DHEC) as closely as possible. However, the effectiveness of these and similar guidelines in impeding the transmission of COVID-19 is not entirely understood. Moreover, there can be no expectation that even perfect adherence to these guidelines by all individuals, if such were possible, will eliminate the risk of infection. **There is an inherent risk associated with the kinds of personal interactions characteristic of a fitness center that users of the Center's facilities and equipment must agree to assume in order to use the Center.**

In consideration of me using the Center, I acknowledge and agree to the following:

1. Use of, and presence at, the Center, may cause the **possible exposure to an illness from infectious diseases**, including but not limited to MRSA, influenza, and COVID-19.
2. While particular rules and personal discipline may reduce this risk, the possibility of serious illness, disability, and even death, does exist even if the rules are completely adhered to and discipline is perfectly maintained.
3. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of others, and assume full responsibility for my use of, or presence at, the Center.
4. I also acknowledge that the risks associated with infectious diseases extend beyond me to other family members/individuals with whom I may interact, and agree that I am responsible for assessing and managing such risks, especially where I, or another close family member, interact regularly with any individuals who may be more vulnerable to infectious disease (*e.g.*, the elderly or those with preexisting medical conditions).

5. If I observe any signs of illness (*e.g.*, fever, cough, or other symptoms of COVID-19), I will immediately leave the Center and bring such to the attention of the Center's **Director** immediately.

6. With full awareness and appreciation of the risks involved, I for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, hereby forever RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE McLeod Regional Medical Center of the Pee Dee, Inc. (which owns and operates the Center), McLeod Health, or any affiliated organizations of McLeod Regional Medical Center of the Pee Dee, Inc., McLeod Health, or the Center and such organizations' directors, trustees, officers, officials, agents, employees, volunteers, and other participants (collectively the "Released Parties"), from any and all liability, claims, demands, actions and causes of action whatsoever, directly or indirectly arising out of or related to ANY AND ALL LOSS, DAMAGE, OR INJURY (INCLUDING DEATH) that may be sustained incident to my use of, or presence at, the Center and related to COVID-19 or another infectious disease, whether caused by the negligence of the Released Parties or otherwise.

7. I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney's fees) arising either directly or indirectly from or related to any and all claims made against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury associated with COVID-19 or another infectious disease and related to my use of, or presence at, Center, whether caused by the negligence of the Released Parties or otherwise.

By signing below, I acknowledge and represent that I have read this Waiver of Liability and Indemnification Agreement, understand it, and sign it voluntarily as my own free act and deed. I am sufficiently informed about the risks involved to decide whether to sign this document.

Member/Guest Name (print)

Date

Member/Guest Signature