

Flippers Gym Program General Liability Waiver

Release of Liability

I, (we) despite all reasonable precautions implemented for safety, am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses associated with participation in the programs or activities. I knowingly and willingly assume all such risks. Consequently, I hereby for myself, heirs, executors and administrators, do waive and release any and all rights and claims for damages against the owner, operators, coaches and other members of Flippers Gym Program from personal injury or accident of any sort or nature suffered by me, the undersigned, by reason of participation or membership in classes, lessons or any programs or activities of Flippers Gym Program.

Minor Release

And I, the minor's parent and/or legal guardian, understand the nature of these activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasee's from all liability claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operation and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasees names above, I will indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of such claim.

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Flippers Gym (“the Gym”) has put in place preventative measures to reduce the spread of COVID-19; however, the Gym cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Gym could increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Gym 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 Gym may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Gym employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at the Gym or participation in Gym programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Gym, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Gym, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Gym program.