

City of Mason COVID-19 User Agreement

I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in recreational opportunities with the City of Mason. I further understand that there may be visitors from outside of the State of Ohio, where COVID-19 protocols may be different than the State of Ohio, and I may come into contact or be exposed to them while participating in recreational opportunities with the City of Mason. Furthermore, the City of Mason reserves the right to remove any and all persons from City facilities that may be observed not adhering to COVID-19 protocols.

I will follow the applicable laws and guidelines during the event and my time on the premises. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises or from using the Facility and participating in the event there and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the City of Mason, its officials, elected or otherwise, agents, employees, contractors, and the Mason City School District and their elected and appointed officials, boards, commissions, volunteers, employees, agents, and independent contractors, and assigns (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result my being on the premises, using the Facility, and/or participating in recreational opportunities with the City of Mason.

I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury. This Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES.

This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of Ohio.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES, TO USE THE FACILITY, AND TO PARTICIPATE IN THE EVENT.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Signed

Print Name (Primary Guardian)

Signed

Print Name (Secondary Guardian)

Please list additional household family members under the age of 18 you are supervising during this visit.

Date

Address

How can I prepare for my visit?

- Arrive 15 minutes prior to the scheduled appointment.
- Complete a new facility waiver specific to COVID-19 and bring it with you at your first appointment. We will have these on site but if you complete it in advance it will expedite your check in.
- Please self-access for symptoms prior to visiting the Center. Members experiencing any symptoms of a fever (100.4°F or higher), recent cough, unusual fatigue, headache or has had any exposure to someone who has any symptoms, (which includes family and friends) should remain at home. We encourage you to visit a physician prior to returning to the Center.
- Please understand that we reserve the right to screen patrons who are in the Center and are showing symptoms of COVID-19.
- Members will be asked to sanitize hands at check-in. Hand sanitization units are located throughout the facility. Please use them frequently.
- Members can expect new, one way traffic patterns.
- Air purifiers are installed to continually assist with disinfecting surfaces.
- Fans will not be in operation during the initial phase to reduce keep air circulation neutral.
- Please minimize interactions with others while visiting the Center.
- Furniture has been removed to encourage social distancing.
- Please bring your own workout towel and water bottle, prefilled for your workout. Complimentary towel service and water fountains will not be available during this initial opening.
- Please clean and sanitize equipment before and after each use with available wipes.
- Employees will clean and sanitize equipment during appointment times and the Center will close for 30 minutes between each appointment hour for cleaning & sanitation.
- The fitness floor has been reorganized to promote social distancing. Equipment is available for full body strength and cardio workouts. Some familiar pieces have been removed for the initial phase. Please speak with an employee if you have questions about the floorplan.
- The second level NEW walking track may be used for walking, jogging and running. Please use the fitness floor for circuit training, stretching, and weight training workouts. This is necessary to comply with social distancing and one way traffic patterns on the second level.
- Items left at the facility will be discarded daily. Please leave valuables at home and limit what you bring to the Center during your visit.
- Members are encouraged to leave the Center following their workout. Locker rooms are available to guests using the pool during their visit.
- When visiting the pool, please leave personal items in a locker and only bring your towel to the pool deck. Please bring a lock for your locker.
- Please limit the amount of time in the locker rooms.
- Sneeze guards are present at customer service counters.
- Employees will be cleaning the facility regularly and will wear face masks.
- Members are encouraged to wear masks in common areas.

