



RELEASE OF LIABILITY

The individual named below (referred to herein as "**Member**") desires to enter the premises of Lauri Ann West Community Center, a Pennsylvania 501(c) non-profit organization (the "**LAWCC**") located at 1220 Powers Run Road (the "**Premises**") or to register for a membership with LAWCC or participate in a program or activity offered by LAWCC.

In consideration of receipt of such membership or permission to enter the Premises or to participate in LAWCC programs or activities, and for other valuable consideration, and with the intent of being legally bound by these terms and conditions, both for Member and on behalf of any minor children included on Member's membership (a "**Minor Child Member**"), Member hereby enters into this Release of Liability (this "**Release**") and acknowledges and agrees to the following:

LAWCC ACTIVITY: A "**LAWCC Activity**" includes:

- (1) any activity (physical, educational, or other) organized by LAWCC and held at the Premises;
- (2) any activity organized by LAWCC and held off-site at another facility or location; and
- (3) all normal and customary use of LAWCC facilities that is not part of an organized activity but is permitted by LAWCC rules and regulations, including but not limited to open gym and use of the fitness center and track at the Premises.

ASSUMPTION OF THE RISK: MEMBER ACKNOWLEDGES AND AGREES THAT THERE ARE INHERENT RISKS ASSOCIATED WITH ENTERING THE PREMISES OR PARTICIPATING IN A LAWCC ACTIVITY, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DISEASE, DISABILITY, DEATH, OR PROPERTY DAMAGE.

Member acknowledges and understands the contagious nature of bacterial and viral illnesses and diseases, including the coronavirus known as "COVID-19" or "Covid" (all illnesses and diseases referred to herein, collectively, as "**Disease**"). While LAWCC has implemented preventative measures to reduce the spread of Disease, LAWCC cannot guarantee that Member or Minor Child Member will not become infected with Disease while on the Premises. Member acknowledges and agrees that

- (1) There is risk that Member or a Minor Child Member may be exposed to or contract Disease by being on the Premises or engaging in a LAWCC Activity, that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage, and that this risk may result from or be compounded by actions, omissions, or negligence of others, including LAWCC or its officers, directors, agents, employees, or invitees.
- (2) Being on the Premises or participating in any LAWCC Activity may increase the risk of contracting Disease.
- (3) It is Member's responsibility to comply with all federal, state, and local laws, orders, directives, and guidelines related to control and prevention of Disease and to follow all rules, policies, and instructions of LAWCC while on the Premises or participating in any LAWCC activity.

NOTWITHSTANDING THESE AND OTHER RISKS, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DISEASE, DISABILITY, DEATH, OR PROPERTY DAMAGE, MEMBER ACKNOWLEDGES AND AGREES THAT MEMBER AND ANY MINOR CHILD MEMBER ARE VOLUNTARILY ENTERING THE PREMISES OR ENGAGING IN THE ACTIVITY WITH KNOWLEDGE OF THE RISKS INVOLVED.

By voluntarily participating in a LAWCC Activity or by permitting a Minor Child Member to participate in a LAWCC Activity, Member represents and agrees that

- (1) Member fully understands the risks of such LAWCC Activity;
- (2) Member or Minor Child Member is physically, mentally, and emotionally capable of participating in the LAWCC Activity and is not currently aware of any Disease, condition, or disorder that may increase the risks of or prevent such participation;
- (3) Member and any Minor Child Member may participate in the LAWCC Activity for general fitness, educational, or recreational purposes only and has not been referred by or recommended by any physician or by LAWCC, or any of its officers, directors, agents, or employees for treatment of any Disease, condition, or disorder.

LAWCC assumes no responsibility for evaluating the ability or fitness of Members or Minor Child Members to participate in a LAWCC Activity.

MEMBER KNOWINGLY AND VOLUNTARILY AGREES TO ACCEPT ALL RISKS OF AND ASSUME RESPONSIBILITY FOR ALL RISKS OF PERSONAL INJURY, DISEASE, DISABILITY, DEATH, OR PROPERTY DAMAGE THAT ARISE OUT OF OR OCCUR WHILE ON THE PREMISES OR PARTICIPATING IN A LAWCC ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF LAWCC, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INVITEES, OR OTHERWISE.

If Member does not agree with these representations and to assume the risks of the LAWCC Activity, the Member should not enter the Premises or participate in the LAWCC Activity or permit a Minor Child Member to enter the Premises or participate in the LAWCC Activity.

RELEASE OF LIABILITY: The undersigned Member, on behalf of the Member and all Minor Child Members, in consideration of entering the Premises and participation in any LAWCC Activity, hereby releases LAWCC and its officers, directors, agents, employees, or contractors (including but not limited to teachers, instructors, coaches, personal trainers, and other agents) (collectively, the "**Released Parties**") from any and all liability resulting from any personal injury, Disease, disability, death or property damage, however caused, arising from, or in any way related to Member's or Minor Child Member's entering the Premises or participation in a LAWCC Activity.

COVENANT NOT TO SUE: By signing this Release, Member expressly covenants and agrees not to sue any Released Parties for any personal injury, Disease, disability, death, or property damage or loss, however caused, arising from, or in any way related to Member's or Minor Child Member's entering the Premises or participation in a LAWCC Activity.

HOLD HARMLESS: Member further covenants and agrees to indemnify, defend, and hold harmless the Released Parties from any and all claims of whatever nature that may arise as a result of any personal injury, Disease, disability, death, or property damage, however caused, arising from, or in any way related to Member's or Minor Child Member's entering the Premises or participation in a LAWCC Activity.

COMPLIANCE WITH RULES AND REGULATIONS: By entering the Premises or participating in a LAWCC Activity, the Member agrees to follow all rules and classroom behavior expectations developed by LAWCC. Member or Minor Child Member may be asked to leave the Premises or LAWCC Activity, with no refund given, if, in the sole discretion of LAWCC, Member's or Minor Child Member's behavior endangers other participants or causes substantial disruption to a LAWCC Activity.

PHOTOGRAPHS: Program, class, and activity participation may be photographed and images used for promotional materials, including print and electronic. You may deny permission to be photographed by notifying us in writing prior to participation in the LAWCC Activity. We do not publish participant names or personal information.

BINDING LEGAL EFFECT: This Release is the sole and entire agreement of LAWCC and Member with respect to the subject matter contained herein and supersedes all prior and contemporaneous discussions, understandings, agreements, representations, and warranties, both written or oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of LAWCC and Member and each party's respective successors and assigns. All matters arising out of

or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction).

BY SIGNING ON BEHALF OF EVERYONE ON MY INDIVIDUAL OR FAMILY MEMBERSHIP, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE LAWCC.

I, the undersigned, hereby attest that I am the parent or legal guardian of any Minor Child Member on my membership and have the legal right to consent and, by signing, I hereby do consent to the terms and conditions of this Release.