



## Waiver & Release/Signature of Consent/Parent & Guardian Waiver

You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any Fusion Fitness • Aquatics amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in these activities and use of these facilities and premises and **assume all risks** of injury, illness, or death. You agree to always follow the advice of your physician concerning any and all aspects of your health. We are also not responsible for any loss of your personal property. You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a release of liability. You expressly agree to indemnify and hold harmless Fusion Fitness • Aquatics, and its affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action, and you agree to voluntarily give up or waive any right to bring a legal action against Fusion Fitness • Aquatics or its affiliates for negligence, personal injury, or property loss or damage.

**If an individual breaks any of Fusions policies, exhibits inappropriate behavior that could possibly endanger themselves, members, or staff, or disregards authority from any staff member, they will be instructed to leave the premises immediately. When deemed appropriate, the facility may also bring the matter to the attention of the proper law enforcement.**

**Note:** Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then the remainder of this document will remain in full force.

### ***Signature of Consent***

I have read the rules and regulations pertaining to my use of Fusion Fitness • Aquatics. I, all individuals listed on the membership, and any guest I bring will comply with these requirements, as well as all other posted rules and regulations, with the understanding that if I do not, my membership privileges, guest privileges, and any membership dues paid will be forfeited.

### ***Parent & Guardian Waiver***

You agree that you are aware that the child/children named below will be engaging in physical exercise involving various sports, events, aquatic activities, and general fitness training which could cause injury to him/her. You understand that the child is voluntarily participating in these activities and assume all risk of injury that may result from engaging in any exercise program or sports related event including tripping, slipping or falling on or off the club premises. You hereby offer to waive any claims or rights that you might otherwise have to sue the club, or employees, owners, officers, or agents for any injury that might occur.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Child's Name/s \_\_\_\_\_

**As physical activity is potentially hazardous and may involve certain risks, FUSION recommends you consult with your physician.**

HILLSBORO AREA HEALTH SERVICES, INC.  
FUSION FITNESS & AQUATICS  
COVID-19 WAIVER

I recognize the contagious nature of Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing and wearing face coverings, among other precautions.

I recognize and agree that Fusion Fitness & Aquatics ("Fusion") has implemented reasonable preventative measures to reduce the spread of COVID-19 and other illnesses, but these efforts will not eliminate all risks of exposure to illness.

I recognize and agree that Fusion cannot guarantee that I will not become exposed to or infected with COVID-19 or any other virus or illness while in Fusion's facility or using its equipment. I understand and agree that the risk of exposure to COVID-19 and other viruses and illnesses is possible with regard to the activity of visiting and working out in a gym or similar facility.

I understand and agree that this risk is possible at all times and may result from the actions, omissions, or negligence of myself and/or others, including, but not limited to, Fusion staff, members, clients, guests, and others using or visiting Fusion facilities.

I willingly seek to use the facility and services at Fusion and acknowledge that by doing so I am increasing my risk of exposure to COVID-19 and other viruses and illnesses. I acknowledge that I must comply with procedures put in place by Fusion to reduce the spread of COVID-19 and other viruses and illnesses at any Fusion facility.

**I understand that I am required to adhere to the Illinois Department of Public Health (IDPH) guidelines that are current as of the date of each visit to Fusion.**

**For my protection and the protection of others**, in consideration of being granted access to Fusion facilities and equipment, and knowing that Fusion and its staff, members, guests, and others will act in reasonable dependence on the truth of my statements herein, I represent, warrant, and attest that:

- I am not experiencing any symptom of illness, including but not limited to cough, shortness of breath or difficulty breathing, fever, chills, shaking, muscle pain, headache, sore throat, or loss of taste or smell.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States in the last 14 days.
- I have not been exposed to anyone with a suspected and/or confirmed case of COVID-19 or any other contagious disease or illness in the last 14 days.
- I have not been diagnosed with COVID-19 or any other contagious disease or illness (unless I have also been cleared as non-contagious by public health authorities after being so diagnosed).
- On behalf of myself, my family members, my heirs, representatives, and successors, I hereby willfully and voluntarily acknowledge and accept the risks of being present at and using Fusion facilities and equipment and being near others using Fusion facilities and equipment, and to the maximum extent permitted by law and agree to hold Fusion, Hillsboro Area Health Services, Inc., its affiliates, employees, agents, representatives, successors, or assigns, harmless from any and all causes of action, claims, demands, damages, costs, expenses and compensation for injury, illness, damage or loss to myself and/or property that may be caused by any act or failure to act (including ordinary negligence) of Fusion, or that may otherwise arise in any way in connection with any services received or my presence at Fusion's facility.
- I understand that this liability release and waiver is in addition to and does not replace or reduce any liability release and/or waiver I have previously agreed to, such as in my Fusion membership agreement.
- I further understand that the requirements to maintain a safe facility may be changed at any time as information is provided by the CDC or other health authorities.
- If my minor child is present at the facility, I agree to all terms and statements in this waiver on behalf of my child by stating his/her name below my signature.

I understand that I represent, warrant, and attest to each of the above statements for each of my visits to Fusion, even if I do not sign this waiver each time I visit Fusion.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Child's Name

\_\_\_\_\_  
Date