



West Laurel Swim Club
7203 Brooklyn Bridge Road
Laurel, MD 20707
(240) 712-4210
(301) 725-8768 (Summer
only)

MEMBER LAST NAME:

2021 FITNESS WAIVER (MEMBERS ONLY)

I. WLSC Fitness Class Waiver

The WLSC will be offering a series of fitness classes throughout the 2021 swim season. BEFORE BEGINNING ANY EXERCISE PROGRAM, YOU SHOULD CONSULT WITH YOUR PHYSICIAN. PLEASE READ THESE GUIDELINES CAREFULLY!

The exercise classes offered at the West Laurel Swim Club include physical movements and, as is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated.

If you experience any pain or discomfort with any exercise, you should listen to your body, discontinue the activity, and ask for support from the instructor. PREGNANT WOMEN should refrain from inversions, laying on the belly or putting pressure or compressing the belly.

WAIVER AND RELEASE OF LIABILITY

I understand that it is my responsibility to read the description of the class(es) that I sign up for prior to participating in any exercise program to become familiar with the activities of that program and its physical and/or mental demands and/or experiences. I am participating in this exercise and/or wellness program(s) voluntarily and at my own risk (or at the risk of my child or ward). I understand and agree that (a) the use of West Laurel Swim Club's facilities, equipment, services, premises, and programs including outdoor activities and spaces, includes an inherent risk of injury to persons and property; (b) I am in good physical condition and have no disabilities, diseases, illnesses or other conditions that could prevent me from exercising and using West Laurel Swim Club's facilities and services without injuring myself or impairing my health and that (c) I have consulted a physician who has approved my contemplated activities and participation at West Laurel Swim Club.

I am aware of the potential risks from exercise and wellness programs, which may result in physical or psychological injury, including, but not be limited to, pain, damage, dehydration, suffering, illness, disfigurement, temporary or permanent paralysis, economic loss, emotional loss, non-economic loss and/or death. I understand that any injury suffered by me (or my child or ward), may arise from my own negligence or the negligence of others or the nature of the exercise and/or wellness program. Nonetheless, I assume all related risks, known and unknown to me, of my participation (or that of my child or ward) in this exercise program, including my travel (or that of my child or ward) to and from West Laurel Swim Club. I further understand that any guidance offered by one of West Laurel Swim Club's paid fitness instructors is designed to provide education on improving health and wellness and does not operate as a substitute for seeking medical care for any physical or psychological issue that I may be experiencing.

I understand and agree that in light of the Coronavirus/COVID-19 Pandemic, attending any social activity is risky and may increase my chance of being exposed to the virus. I acknowledge that West Laurel Swim Club is following measures recommended by CDC and local health department guidelines to reduce the spread of the Coronavirus/COVID-19. I further acknowledge that West Laurel Swim Club cannot guarantee that I will not become infected with the Coronavirus/COVID-19. I voluntarily seek the services provided by West Laurel Swim Club and its paid fitness instructors and acknowledge that I may be increasing my risk of exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending West Laurel Swim Club activities.

In consideration of the risk of injury while participating in any exercise and/or wellness program, I, for myself (or on behalf of my child or ward), my/his/her heirs, executors, administrators, assigns or personal representatives, knowingly and voluntarily enter into this full waiver and release of liability and hereby waive any and all rights, claims or cause of action of any kind whatsoever arising out of my participation in the exercise and/or wellness program(s), and do hereby release and forever discharge West Laurel Swim Club, Inc., their affiliates, hired fitness instructors, managers, members, agents, attorneys, staff, volunteers, representatives, predecessors, successors and assigns (collectively, West Laurel Swim Club, Inc.). I, further agree to indemnify and hold harmless West Laurel Swim Club, Inc. against any and all claims, lawsuits or actions of any kind whatsoever for any claimed liability, damages, or compensation of any kind brought by me or anyone on my behalf (or on the behalf of my child or wards), including actual attorneys' fees, costs and expenses. I further agree that I will reimburse West Laurel Swim Club, Inc. for any fees, costs or expenses it incurs as a result of any claim, lawsuit, or action against it by me or anyone on my behalf (or on the behalf of my child or ward). I further acknowledge and agree that should I require any medical care or treatment related to the exercise and/or treatment program(s) that I assume full responsibility for any and all medical bills.

I further understand and acknowledge that West Laurel Swim Club, Inc. nor its paid instructors are not responsible for the loss or damage to any personal property belonging to me or another person that I bring to any West Laurel Swim Club, Inc. program no matter the location of the program. I acknowledge that my personal property or any personal property in my possession is solely my responsibility.

I acknowledge that I have carefully read this "Waiver and Release of Liability" and fully understand that it is a release of West Laurel Swim Club Inc.'s liability. I expressly agree to release and discharge any and all of its affiliates, teachers, instructors, therapists, managers, members, agents, attorneys, staff, volunteers, representatives, predecessors, successors and assigns from any and all claims or causes of action and I agree to voluntarily waive any right that I otherwise have to bring legal action against them for a personal injury I receive or my child or ward receives. This agreement shall be governed by, and construed in accordance with, the law of Maryland, except to the extent preempted by federal law, and shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors, assigns, heirs, agents and representatives. Should any portion, or portions of this agreement be found or declared unenforceable or void by any court or competent tribunal for any reason, the remaining portions shall be severable and fully enforceable, as if no such finding of

unenforceability had been issued.

II. Fitness Class Refund, Cancellation, and Make-Up Policy

Space in our fitness classes are limited, therefore, members and guests are required to pre-register for classes via the West Laurel Swim Club website to secure a spot. Drop-ins will only be accepted if space is available.

Because we are paying for instructors to come teach at our facility, we will adhere to a strict “No Refund” policy for our fitness classes. If you are unable to make a class, we ask you to please provide us with at least 24 hours notice and we will do our best to switch you to another class, space permitted.

If a class is cancelled due to incimate weather, we will work with the instructor to reschedule the class. If the rescheduled date does not work for you, we will try to accommodate you for another class. If no other class is available, we will credit your account for a future class.

By signing below, I certify that I have read this document. I understand its content and agree to all terms.

Member Signature

Date

Print Name