**Desert Palms Presbyterian Church Fitness Fun Liability Waiver**

As a condition of participating in Fitness Fun and Desert Palms Presbyterian Church located at 13459 W. Stardust Blvd, Sun City West, AZ, I, \_\_\_\_\_\_\_\_\_\_ acknowledge and agree to the following:

1. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while participating in Fitness Fun at Desert Palms Presbyterian Church, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
2. I understand that the risk of becoming exposed to or infected by COVID-19 while participating in Fitness Fun at Desert Palms Presbyterian Church, may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Desert Palms Presbyterian Church respective employees, agents, representatives, volunteers, and program participants.
3. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself caused by or associated in any way with the foregoing risks (including, but not limited to, personal injury, disability, and death), physical or mental illness, damage, loss, claim, liability, or expense, of any kind, that I experience or incur in connection with my participation in Fitness Fun (“**Claims**”).
4. I hereby release, covenant not to sue, discharge, indemnify and hold harmless Desert Palms Presbyterian Church respective 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 in any way thereto.
5. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Desert Palms Presbyterian Church, and their respective employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my participation in the Fitness Fun class.
6. I acknowledge and agree that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Arizona, and that if any portion of this waiver is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I also acknowledge and agree that this waiver shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, and next of kin without limitation.

**NAME:**

**ADDRESS:**

**PHONE NUMBER:**

**EMAIL:**

**DATE:**

**Desert Palms Presbyterian Church Acknowledgment and Agreement**

As a condition of participating in Fitness Fun at Desert Palms Presbyterian Church acknowledge and agree to the following:

1. I acknowledge that I have reviewed the document, Fitness Fun COVID-19 Participation Guidelines.
2. I agree to follow and comply with the Fitness Fun COVID-19 Guidelines as I participate in Fitness Fun.
3. If I exhibit COVID-19 symptoms or test positive for COVID-19, I agree a) to follow the Centers for Disease Control and Prevention guidelines for self-isolation, and (b) not to participate in Fitness Fun at Desert Palms Presbyterian Church during my time of self-isolation.
4. I acknowledge and agree that this Acknowledgement and Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arizona, and that if any portion of this Acknowledgment and Agreement is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. I also acknowledge and agree that this Acknowledgment and Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, and next of kin without limitation.

**NAME:**

**ADDRESS:**

**PHONE NUMBER:**

**EMAIL:**

**DATE:**