



GOTTSCHE REHABILITATION AND WELLNESS CENTER

WAIVER AND RELEASE FROM LIABILITY IF

18 YEARS OF AGE OR OLDER

FOLLOWING COVID-19 UNTIL FURTHER NOTICE

I am signing this Waiver/Liability Release form on behalf of myself stating that I am at least 18 years of age or older, and I agree to abide by all rules and regulations of the Gottsche Wellness Center that may not be included in this agreement. This agreement is due to the COVID-19 pandemic and will be used for the reopening of Gottsche's Wellness Center. **This agreement is in effect until further notice and must be signed by each person using the Wellness Center, and is in addition to the rules and regulations contained in the original waiver and release.** Gottsche will not be held responsible for any COVID-19 exposure, or other exposures that may occur when using the Wellness Center.

I understand that using the Gottsche Wellness Center may put me at risk for exposure to COVID-19 because the Center is used heavily by the public. With that understanding, I will abide by the following procedures:

- Upon entering the Wellness Center, I will sanitize my hands before moving past the front desk.
- I will be required to sign into the Wellness Center before proceeding to the exercise equipment.
- Masks will be available for me to use while exercising should I be concerned about exposure. I understand that wearing a mask is for my protection as well as the protection of others. I can bring my own mask for use in the Wellness Center if I choose.
- I will wipe-down any piece of equipment that I use, before and after use with the disinfecting wipes supplied by Gottsche for this process. If I have problems with this, or are unsure how to proceed, I will ask an employee for instruction. Gottsche staff will also be sanitizing all equipment after use and on a regular basis.
- If I used a Gottsche supplied mask, I will dispose of it as I leave the Wellness Center and then disinfect my hands again.
- I will remain 6' from other people in the Wellness Center. I realize I may have to wait for a piece of equipment to become free if the 6' rule can not be maintained. Some equipment will be wrapped in plastic. That equipment is not to be used during this time.
- To protect the public, small children will not be allowed in the Wellness Center during this time.
- People with age related risks, and underlying health conditions are discouraged from using the Wellness Center during this pandemic. If you have risk conditions, see your physician for his approval before working out at the Center.
- If I have any of the following conditions, I will not use the Wellness Center for a period of two weeks from the last experience of the condition:
 - My temperature – my temperature will be taken before passing the front desk into the exercise area. If I have an elevated temperature, I must leave the Wellness Center. I will wait until an employee is available before exercising.
 - Any coughing
 - Tiredness.
 - Aches and pains.
 - Nasal congestion.
 - Runny nose.
 - Sore throat.
 - Diarrhea.
 - Rash
 - Shortness of breath
 - Chills
 - Loss of ability to taste or smell

- o Other conditions that are different from my usual sense of well-being

You may be asked to leave the Wellness Center should an employee be notified or notice that you have symptoms.

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Despite the risks involved in the facility and in consideration being allowed to participate in the activities, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF ILLNESS, INJURY OR DEATH, that might be associated or connected with Gottsche Wellness Center, including, but not limited to, the use of equipment, special events, and participation in other wellness activities. I further assume all risks for exposure to COVID-19 or any other communicable disease.

Furthermore, to the fullest extent allowed by law, I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY GOTTSCHKE WELLNESS CENTER, its employees, landowners, sponsors, and anyone affiliated with the company for any illness, damage, injury, or death to me arising from participation in the wellness center.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY. I understand this Release of Liability will prevent me or my heirs from filing suit or making any claim for damages in the event of illness, injury or death arising out of participation in the sport or use of the facilities, I agree to indemnify and hold harmless GOTTSCHKE WELLNESS CENTER for any damages, attorney's fees, costs associated with arising out of such a lawsuit.

With a complete and full understanding of this Release from Liability, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns, legal representatives, and any other person acting on my behalf. I also agree to indemnify GOTTSCHKE WELLNESS CENTER for any and all claims brought by a third party which arise from the participant's or my participation in the facility.

I grant exclusive permission to GOTTSCHKE WELLNESS CENTER to use my name, likeness, and photograph for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

BY SIGNING BELOW, I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY.

SIGNATURE: _____

PRINTED NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

PHONE: _____

CELL PHONE: _____

EMERGENCY CONTACT: _____

PHONE: _____

CELL PHONE: _____