



Guest Waiver Form

This form is an important legal document. It explains the risks you are assuming by using Detroit Thrive the Mack Athletic Complex. It is critical that you read and understand it completely. After you have done so, please print your name legibly and sign in the spaces provided at the bottom.

Waiver and Covenant Not to Sue

I, _____ have volunteered to participate in the use of *DETROIT THRIVE & THE MACK ATHLETIC COMPLEX*, which will include, but may not be limited to, weight and/or resistance training, and sports training and activities. In consideration of *DETROIT THRIVE & THE MACK ATHLETIC COMPLEX*, I do here and forever release and discharge and hereby hold harmless *DETROIT THRIVE & THE MACK ATHLETIC COMPLEX*, and their respective agents, heirs, assigns, contractors, and employees from any and all claims, demand, rights of action or causes of action, present or future, arising out of or connected with my participation at the facility including any injuries resulting there from.

Assumption of Risk

I, _____, recognize that sport training and activities might be difficult and strenuous and that there could be dangers inherent in exercise for some individuals. I acknowledge that the possibility of certain unusual physical changes during sport training and activities does exist. These changes include abnormal blood pressure, fainting, disorders in heartbeat, heart attack, and in rare instances, death.

I understand that as a result of my participation in sport training and activities, I could suffer an injury of physical disorder that could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life.

I recognize that an examination by a physician should be obtained prior to involvement in sport training and activities. If I, _____, have chosen not to obtain a physician's permission prior to beginning this exercise program with *DETROIT THRIVE & THE MACK ATHLETIC COMPLEX*, I hereby agree that I am doing so at my own risk.

In any event, I acknowledge and agree that no warranties or representations have been made to me regarding the results I will achieve from this program. I understand that results are individual and may vary.

NAME _____ DATE _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

Participant's Signature

Date

Parent/Guardian Signature

Date

Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

The Mack Athletic Complex/Detroit Thrive cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while utilizing The facility or The Mack Athletic Complex/Detroit Thrive services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize The Mack Athletic Complex/Detroit Thrive services and/or enter onto the premises of the The Mack Athletic Complex/Detroit Thrive you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize **The Mack Athletic Complex/Detroit Thrive services and enter the facilities premises. These services are such value to me (and/or my children,) that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize **The Mack Athletic Complex/Detroit Thrive** services and premises in person.**

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against **The Mack Athletic Complex/Detroit Thrive and its owners, members, shareholders, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the facilities services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.**

CHOICE OF LAW: I understand and agree that the law of the State of Michigan will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____

Date: _____

Name (printed): _____

I am the parent or legal guardian of the minor named above. I have legal right to consent to and, by signing below, IO hereby do consent to the terms and conditions of this Release.

Signature: _____

Date: _____

Name (printed): _____