

## **BCC FITNESS ROOM**

### **WAIVER AND RELEASE FROM LIABILITY**

In consideration of permitting me to use the Birmingham Country Club fitness room and the equipment which is now, or in the future might be, located in the fitness room (collectively, the “Fitness Room ”), I hereby agree as follows:

1. I accept full responsibility for, and I accept all risks of, any and all physical, mental or health injury or damage to me, of whatever kind, however caused and whenever occurring, which might arise from or relate, directly or indirectly, to my voluntary use of the Fitness Room (in each case, an “Injury”). I hereby release from, waive against, discharge and hold harmless Birmingham Country Club from and against any and all claims and liability, of whatever nature, with respect to my use of the Fitness Room or any Injury. I further agree to indemnify, protect, defend and hold harmless Birmingham Country Club from and against any and all claims, liabilities, demands, causes of action, damages and costs, including attorneys fees, which might be asserted against Birmingham Country Club or which Birmingham country Club might incur as a result of any claim or demand of any kind made by me or by anyone acting through or on behalf of me, relating in any manner whatsoever to my use of the Fitness Room or any Injury.
2. I acknowledge that Birmingham Country Club has made no representations whatsoever regarding the nature, equipment, safety or appropriate use of the Fitness Room. Birmingham Country Club has not made any representation whatsoever as to the suitability of my use of the Fitness Room or as to the possible risks, if any, which might result from my use of the Fitness Room. I understand and acknowledge that Birmingham Country Club does not have any expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on any medical condition.
3. I have reviewed Centers for Disease Control information regarding COVID-19, and all other information I deem necessary to understand the disease, and I acknowledge the contagious nature of COVID-19.
4. I acknowledge that by choosing to use the Birmingham Country Club Fitness Room, I may increase the risk of exposure to, or infection with, COVID-19.
5. I hereby waive the risk, and assume sole responsibility, for my exposure and/or infection with COVID-19, including and any form of injury or death directly or indirectly resulting or arising therefrom.
6. On behalf of myself, my estate, my heirs, and assigns, I hereby agree to release, covenant not to sue, discharge, and hold Birmingham Country Club from any and all claims, including all liability, actions, damages, costs, or expenses arising out of or relating to exposure and/or infection with COVID-19, including and any form of injury or death directly or indirectly resulting or arising therefrom.
7. I acknowledge that the Fitness Room is unstaffed and not monitored.

8. I understand and agree that, in addition to the foregoing, I assume any and all risks, and I accept any and all responsibility, with respect to my use of the Fitness Room or any Injury.
9. I agree that my conduct will at all times be in full compliance with all applicable laws and any rules of Birmingham Country Club. Any violation by me of any such laws or rules shall be grounds for immediate termination of my right to use the Fitness Room. Not by way of limiting the foregoing, I further specifically agree that I will not enter the Fitness Room or use the Fitness Room while under the influence of non-prescriptive drugs or alcoholic beverages, and that I will not possess or consume any non-prescriptive drugs or alcoholic beverages in the Fitness Room.
10. I am at least eighteen (18) years of age and agree to furnish, upon request, suitable proof of my age. (Minor children between 14 and 18 must have this Waiver and Release executed by a Parent or Guardian.)
11. In the event that either I or Birmingham Country Club commences any sort of legal proceeding relating to this Waiver and Release, the prevailing party shall be entitled to recover attorneys' fees, as fixed by the court or tribunal having jurisdiction over the proceeding.
12. This Waiver and Release shall inure to the benefit of Birmingham Country Club, and this Waiver and Release shall be binding upon not only be me but my heirs, administrators, executors, other personal representatives, successors and assigns.
13. As used in this Waiver and Release, the term "Birmingham Country Club" shall be deemed to include each of the current and former officers, directors, and employees of Birmingham Country Club.

I hereby acknowledge that I have read the contents of this Waiver and Release and that I am familiar with and understand them. It is my intention that this Waiver and Release will be binding not only upon myself, but also upon my heirs, administrators, executors, personal representatives, successors, assigns and any other person or entity claiming by or through me. I understand that this waiver supersedes any prior waiver agreement I may have signed to use the Birmingham Country Club Fitness Room.

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Parent/Guardian (if minor) \_\_\_\_\_

Date: \_\_\_\_\_