



# Assumption of Risk Form

Children under 18 years of age

### Parent/Guardian Contact Information

Name \_\_\_\_\_ Date \_\_\_\_\_

Date Of Birth \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Email \_\_\_\_\_

### Emergency Contact Information

Name \_\_\_\_\_ Phone \_\_\_\_\_

### Consent with Respect to Minors

I am applying for a subscription or registration in a Clark Sports Center program on behalf of my children under the age of 18 years, listed below. I have explained to them the nature of the facilities and activities available at and under the sponsorship of the Center and of the inherent dangers of such facilities and activities. On behalf of my children, I agree that neither the Center, nor The Clark Foundation, nor the staff, officers, trustees, agents or instructors of either organization may be held liable in any way for any injury, death or other damage to them or their property arising out of or resulting from their participation in activities at or sponsored by the Center except to the extent that any such claim arises from an accident or injury caused by or resulting from the negligence or willful misconduct of the Center, The Clark Foundation or the staff, officers, trustees, agents or instructors of such organizations and I waive any such claim on their behalf.

Permission is hereby given for any emergency anesthesia, operation, hospitalization or other treatment which might become necessary as a result of my children's participation.

### Names of Clark Sports Center's participants under the age of 18

### Date Of Birth

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**This consent must be completed, signed, and dated by a parent or legal guardian.**

Signature \_\_\_\_\_ Check One: Parent  Legal Guardian

Print Name \_\_\_\_\_ Date \_\_\_\_\_



# Assumption of Risk Form

Youth Fitness Center

## Liability Waiver and Release Regarding COVID-19 and Other Illnesses

At the Clark Sports Center, our number one priority is the health and safety of our members, guests and employees. In response to the COVID-19 pandemic, we have taken steps to reduce the spread of the virus such as cleaning above our already high standards, reducing the facility's maximum capacity, and imposing social distancing and mask wearing requirements throughout the facility. Nevertheless, since it is impossible to completely eliminate the possibility of the transmission of COVID-19 or any other virus or illness, the Clark Sports Center cannot be liable for any illness contracted by its members or guests. In consideration of your continued membership at the Clark Sports Center and privileges to use its facilities, to which you would otherwise not be entitled, you hereby release and forever discharge Clark Sports Center and its parents, subsidiaries, affiliates, and related entities, together with their past, present, and future officers, directors, employees, members, stockholders, parent entities, subsidiary entities, insurers, third party administrators, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, each in their capacity as such (the "Releasees") from any and all claims and causes of action alleging or asserting that you contracted COVID-19 or any other illness during a visit to the Clarks Sports Center due to the negligence of any Releasee, including any such claims and causes of action seeking money damages, injunctive relief, declaratory relief, costs, attorneys' fees, or expenses of any kind whatsoever, whether known or unknown to you at the time you sign this waiver and release. You agree that this release shall remain in effect until the expiration of your membership at Clark Sports Center, unless revoked in writing. Upon any finding by a court (or other tribunal) of competent jurisdiction that this liability waiver and release, in whole or in part, is unenforceable, upon any Releasee's request, you agree to execute a new general release that would be enforceable. If for any reason a new general release is not permitted by any court or law, if the unenforceable provision would be enforceable by limiting it, then the provision shall be deemed to be written, construed and enforced as so limited.

Signature \_\_\_\_\_ Check One: Parent  Legal Guardian

Print Name \_\_\_\_\_ Date \_\_\_\_\_

## Fitness Center Consent with Respect to Minors

I am also applying for a subscription to the Center on behalf of my children under the age of 18 years listed below. Before they enter the Center, I will complete and sign the Center medical form for each of them. I have explained to them that individual fitness assessments and recommendations offered to subscribers of the Center are not, and are not based upon, medical examinations or stress tests and that they may not rely in any way upon such assessments as indicating that any recommended exercise program of the Center is an appropriate activity for them.

I have told each of them that they must complete the Center's free orientation on the proper use of the exercise machines before using any of the equipment in the Center.

I have explained to them that any strenuous physical activity involves certain risks. On behalf of my children, I agree that neither the Center, nor The Clark Foundation, nor the staff, officers, trustees, agents or instructors of either organization may be held liable in any way for any injury, death or other damage to them or their property arising out of or resulting from their participation in exercise programs or other activities in the Center except to the extent that any such claim arises from an accident or injury caused by or resulting from the negligence or willful misconduct of the Center, The Clark Foundation or the staff, officers, trustees, agents or instructors of such organizations and I waive any such claim on their behalf.

Permission is hereby given for any emergency anesthesia, operation, hospitalization or other treatment which might become necessary as a result of my children's participation in such activities.

## Names of Fitness Center's participants under the age of 18

\_\_\_\_\_  
\_\_\_\_\_

**This consent must be completed, signed, and dated by a parent or legal guardian.**

Signature \_\_\_\_\_ Check One: Parent  Legal Guardian

Print Name \_\_\_\_\_ Date \_\_\_\_\_



Form No. 1  
Adult Members 18 and Over

**Member Contact Information**

Name \_\_\_\_\_ Date \_\_\_\_\_

Date of Birth \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Email \_\_\_\_\_

**Emergency Contact Information**

Name \_\_\_\_\_ Phone \_\_\_\_\_

**Liability Waiver and Release Regarding COVID-19 and Other Illnesses**

At the Clark Sports Center, our number one priority is the health and safety of our members, guests and employees. In response to the COVID-19 pandemic, we have taken steps to reduce the spread of the virus according to CDC and NYS Department of Health requirements. Nevertheless, since it is impossible to completely eliminate the possibility of the transmission of COVID-19 or any other virus or illness, The Clark Foundation *d/b/a* Clark Sports Center (the "Center") cannot be liable for any illness contracted by its members or guests. In consideration of your continued membership at the Center and privileges to use its facilities, to which you would otherwise not be entitled, you hereby release and forever discharge the Center and its subsidiaries, affiliates, and related entities, together with their past, present, and future officers, directors, employees, members, stockholders, parent entities, subsidiary entities, insurers, third party administrators, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, each in their capacity as such (the "Releasees") from any and all claims and causes of action alleging or asserting that you contracted COVID-19 or any other illness during a visit to the Center due to the negligence of any Releasee, including any such claims and causes of action seeking money damages, injunctive relief, declaratory relief, costs, attorneys' fees, or expenses of any kind whatsoever, whether known or unknown to you at the time you sign this waiver and release.

You agree that this release shall remain in effect until the expiration of your membership at the Center, unless revoked in writing. Upon any finding by a court (or other tribunal) of competent jurisdiction that this liability waiver and release, in whole or in part, is unenforceable, upon any Releasee's request, you agree to execute a new general release that would be enforceable. If for any reason a new general release is not permitted by any court or law, if the unenforceable provision would be enforceable by limiting it, then the provision shall be deemed to be written, construed and enforced as so limited.

Signature \_\_\_\_\_

Name (Print) and Date \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) and Date \_\_\_\_\_

**Acknowledgement and Assumption of Risks**

I hereby affirm that I have received a full description of the facilities and activities available at the Center. I understand the Center maintains facilities for activities such as swimming, diving, basketball, bowling, squash, racquetball, pickleball, tennis, golf simulator, volleyball, fitness training with weights and machines, and indoor soccer; that it maintains a ropes course and climbing wall; and that it offers yoga and other group fitness classes. I also understand that through my membership in the Center, I may be able to participate in additional activities both inside and outside the Center such as cross-country skiing, mountain biking, hiking, rock climbing, camping, kayak and canoe trips. I also understand that through an additional fitness center membership at the Center, I have access to the fitness equipment and weights.

I further affirm that I understand that the activities in which I may engage may be physically strenuous and involve the dangers inherent in participation in such activities. In the event that I participate in canoeing, cross-country or other programs offered by the Center off-site, I understand these activities may take place in remote wilderness areas far from shelter and medical facilities, that I may be exposed to rugged physical conditions in all types of weather and that these activities are also attended with inherent dangers. I further understand that I will be required to execute an Acknowledgement, Release of Liability and Assumption of Risks forms as a condition to my participating in such off-site activities.

I hereby personally assume all risks in connection with the activities in which I will participate at the Center and release the Center and its staff, officers, trustees, agents and instructors of the Center from any and all claims by me, my family, estate, heirs or assigns except to the extent that any such claim arises from an accident or injury caused by or resulting from the negligence or willful misconduct of the Center or its staff, officers, trustees, agents or instructors of the such organizations.

I accept responsibility to verify with my physician that I have no physical or psychological problems that would prohibit my participation in activities at or under the sponsorship of the Center. I agree to comply with the rules and regulations of the Center and with the instructions and directions of the Center staff members during Center activities or courses.

**I have fully informed myself of the nature of the risks inherent in the activities at the Center, and I have read the foregoing before signing below.**

This form must be signed and dated below by all individuals listed on the membership application who are 18 years of age and above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Physical Address: 124 Cty. Hwy. 52, Cooperstown, New York, 13326 • Mailing Address: P.O. Box 850, Cooperstown, New York, 13326

Phone: (607) 547-2800 • Fax: (607) 547-4100 • www.clarksportscenter.com