



**CITY OF LE SUEUR/LE SUEUR COMMUNITY CENTER  
PARTICIPANT WAIVER AND HOLD HARMLESS AGREEMENT**

**PLEASE READ BEFORE SIGNING**

IN CONSIDERATION for being permitted to participate in the Le Sueur Community Center membership (all areas of the facility), I agree to follow the following policies and procedures and to waive liability against the City of Le Sueur and hold harmless the City of Le Sueur as further set forth in this Agreement.

I represent and attest that:

1. I am not experiencing any symptoms of illness. I do not have a fever or cough and are not experiencing shortness of breath. If I develop any of these symptoms or have a suspected or diagnosed case of COVID-19, I agree that I will not enter the facility or participate in any class at the Le Sueur Community Center.
2. I understand that during the facility's open hours staff will be monitoring and performing COVID-19 symptom checks. During the "after hours" 24/7 access times, I agree that I will self-monitor and will not enter the facility if symptoms are present.
3. I agree to follow all safety protocols that have been or will be implemented by the City of Le Sueur, including those that are posted and those that are sent to me electronically including by text message, SMS and/or email, and those posted on the website for the Community Center. I acknowledge that protocols may change at any time and I agree to abide by all such changes.
4. I am and will continue to follow recommended guidelines as much as possible and will practice social distancing within the facility.
5. I agree to wipe equipment before and after every use.
6. I agree to enter and exit the facility properly.
7. I understand that the Loft is only for high risk members and will not enter this area as the general public.

By signing this release of liability and assumption of risk agreement I am aware that I agree to fully accept all known and unknown risks, including the potential risk of exposure to respiratory illnesses such as the coronavirus (COVID-19), and that I understand that people in the Community Center may have the COVID-19 virus and I may be exposed to them while using the Community Center. The COVID-19 virus is primarily transmitted via exhaled respiratory droplets, most often through coughing and sneezing. These droplets can travel up to six feet and are more commonly transmitted between persons rather than from equipment to persons. Although the Le Sueur Community Center staff regularly sanitizes equipment and presently are using enhanced cleaning methods, I understand that I may be exposed to the COVID-19 virus or its symptoms while using the Community Center. Known coronavirus symptoms include fever, coughing, shortness of breath, pneumonia, kidney failure, and may include other symptoms, stroke or even death (collectively "Symptoms").

I understand and agree that I will hold the City of Le Sueur and its officers and employees harmless from any claims arising from my exposure to the COVID-19 virus that may occur at the Community Center and I hereby release the City of Le Sueur and its employees from any liability for any real or perceived Symptoms of COVID-19 or any other disease, illness, or condition I may contract from my use of the Community Center. I agree to fully assume all risks of entering the Community Center facility, using the equipment, working with personal trainers, attending classes, and/or interacting or being exposed to other members. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Minnesota.

**I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED TO ME BY THE CITY OF LE SUEUR TO BE ON COMMUNITY CENTER PREMISES AND PARTICIPATE IN COMMUNITY CENTER ACTIVITIES.**

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same.**

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

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