



## NECC MEMBER AND PARTICIPANT CODE OF CONDUCT

Welcome to the NECC – your safety and that of other participants and our staff is very important to us. As part of the preventative measures adopted by the NECC to protect against the spread of COVID-19, please carefully read and acknowledge that you agree to:

(Initial)

- \_\_\_ **Follow the instructions of NECC Staff:** NECC staff may request that I take or refrain from specific action in order to support the health and safety of NECC Members, Participants, Staff, and others. I agree that these verbal instructions take priority over written signs or participant convenience, and I will follow these directions, even if I disagree with them.
- \_\_\_ **Refrain from coming to the facility if I am experiencing symptoms of COVID-19,** such as fever, shortness of breath, or a cough. If, in the past 14 days, I have experienced symptoms of COVID-19, I agree not to return to the NECC for at least 10 days AND for at least three days after the end of any fever (without fever-reducing medication). If I test negative for COVID-19, I agree not to return to the NECC for three days following my illness AND for at least three days after the end of any fever (without fever-reducing medication).
- \_\_\_ **Notify the NECC.** If I, anyone in my household, or anyone with whom I have come into close contact (within 6' for 15+ minutes) experiences new symptoms or tests positive for COVID-19, I will immediately inform the NECC if that contact is within five days of a visit to the NECC.
- \_\_\_ **Follow physical distancing guidelines, adhere to room capacity limits, and follow signs for traffic flow.** I agree to work cooperatively with others in the facility follow these guidelines, and I understand that there may be occasional delays in my ability access certain parts of the facility or equipment.
- \_\_\_ **Follow directions regarding equipment use.** At times there may be equipment that is unavailable, and I agree to follow all signs and staff direction regarding available equipment.
- \_\_\_ **Disinfect equipment.** I agree to wipe down all equipment (e.g., balls, weights, machines, etc.) before and after each use with the EPA-approved disinfectant provided by the NECC and according to the directions provided.
- \_\_\_ **Wear a mask or face covering when required in the facility.** A mask or face covering helps protect me and other people, and I agree to wear one that covers my nose and mouth when and where required by the NECC.

I understand that if I do not follow these guidelines I may be asked to leave the facility and, if appropriate, my Membership may be cancelled at the discretion of the NECC. I understand the NECC may modify these guidelines at any time, and I also agree to follow those modified guidelines.

---

Signature

Date

**Assumption of the Risk and 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 extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

**The Northeast Community Center (“NECC”)** has put in place preventative measures to reduce the spread of COVID-19; however, the NECC **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending the NECC could increase** your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge that I do not currently exhibit any symptoms of COVID-19, including but not limited to fever, diarrhea, and/or cough. I also agree to immediately notify the NECC if I, anyone in my family or household, or anyone I have been in close contact with (closer than 6’ for more than 15 minutes) exhibits symptoms of COVID-19 or is confirmed to have contracted COVID-19 within 14 days of visiting the NECC.

I also acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the NECC and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the NECC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NECC employees, contractors, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at the NECC or participation in NECC programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the NECC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the NECC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any NECC program.

---

Signature of Participant or Parent/Guardian

---

Name of Participant

---

Name of Parent/Guardian

---

Name of additional Participant



## **WAIVER AND RELEASE OF LIABILITY FOR USE OF NORTHEAST COMMUNITY CENTER**

IN CONSIDERATION of being permitted to enter the Northeast Community Center (hereafter the "Facilities," which includes the shower and locker rooms, Annex, parking lot, and all other areas), for any purpose, including but not limited to observation, participating in physical activities, or using Facilities or equipment in any way, I, on behalf of myself, my children and family members, my personal representative(s), heir(s), assigns, and next of kin, hereby acknowledge, agree, certify, represent, and warrant with respect to any present or future voluntary entry into or use of the "Facilities that:

I have familiarized myself with, understand, and will comply with the rules for using the Facilities, which include the following and all others that, from time to time, may be posted inside or outside the Facilities:

- Must be at least 13 years of age to utilize any workout equipment, weights, weight machines, weight or fitness equipment, or cardio machines, or to participate in adult fitness classes or activities;
  - Must be at least 10 years of age to utilize designated portions of the Facilities unaccompanied by an adult; and
  - Must report any damage, defect, excessive wear, breakage, or other problems with the Facilities.
- Immediately upon entering the Facilities, I will inspect the interior of the Facilities and I will inspect the equipment that I use. By entering the Facilities and by using any of the equipment I am acknowledging that I find and accept the Facilities and/or the equipment as being safe and reasonably suited for my purposes, whether that is for observation, participation or use.
  - I certify that I am knowledgeable about the proper use of any equipment in the Facilities that I will use and that I have had the opportunity to read the operating instructions for any equipment in the Facilities prior to use and will operate such equipment in strict accordance with instructions.
  - I understand that I have been advised, and that it is my choice and responsibility, to consult with a medical professional/physician prior to participating in or undertaking any fitness program or regime. I certify that I am in good health and sufficient physical condition to properly use the Facilities, and that I have no medical condition(s) that would prevent my safe use of any equipment in the Facilities.
  - I acknowledge and understand that there are inherent risks of injury when participating in any physical exercise, wellness program and/or recreational or other activities. I know that these risks range from minor strains and sprains to significant injuries and even death. I will be using the Facilities, including all equipment, with full knowledge of all potential dangers involved. I further understand that the Facilities is an unattended facility and there are no representatives or employees of NECC assigned to monitor my activities at the Facilities. In consideration of my being permitted to use the Facilities, I assume full responsibility for any and all risks, injuries, illnesses or damages, known or

unknown, which I might incur or suffer as a result of, or in any way arising out of, my entry into and/or use of the Facilities, including but not limited to the use of any equipment. This includes, but is not limited to, my individual use of the Facilities or equipment, and my participation in any sponsored group activities in the Facilities.

- ON BEHALF OF MYSELF, MY HEIRS AND MY ASSIGNS, I HEREBY RELEASE NORTHEAST COMMUNITY CENTER, its directors, executives, employees, contractors and agents (collectively, "NECC") from any and all liability for any claim for injury, illness, death or property loss suffered by me resulting from my participation in any activity arising out of, connected with, or in any way associated with my use of the Facilities. I acknowledge that my participation and use of the Facilities is entirely voluntary.
- I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND NECC from any and all claims resulting from injuries or illness (including death), damages or loss, including but not limited to attorneys fees, sustained by me, my children, and/or family members and arising out of, connected with or in any way associated with my use of the Facilities.
- In the event of an emergency, I authorize NECC to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered. I also agree that when contacting my emergency contact, listed below, if necessary, NECC may disclose to that contact information about my medical condition or circumstances that might be deemed to present an emergency.
- I acknowledge and understand that NECC is not responsible for any loss or theft of personal property brought to or left in the Facilities, and I release NECC from any liability for such loss or theft.
- I acknowledge that if the participant is presently under a doctor's care, the doctor has given permission to exercise, to participate in a workout program, or to take part in any or all activities at the NECC.

I have read and fully understand this Wavier and Release of Liability above, including the permission to secure medical treatment and the release of claims, including releasing claims that might arise in the future based upon the negligence of NECC. I voluntarily agree to the terms and conditions stated above.

Your name (please print): \_\_\_\_\_

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

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

***It is highly recommended that you consult your physician before beginning any new exercise program.***