

# Membership Policies Agreement

## THE PREP OF SOUTH TAMPA MEMBERSHIP POLICIES AGREEMENT

### **Confirmation of The Prep of South Tampa's Member Policies and Procedures:**

You acknowledge and accept the Gym's Policies and Procedures which have been provided to you. Said policies and procedures comply with new social distancing, safety, and sanitation standards promulgated by the State of Florida, Hillsborough County, and our local municipalities. Should you fail to adhere to any of said policies and procedures, you will not be provided reentry into the Facility and your membership will be revoked immediately. Additionally, you acknowledge and accept that any deviation from said policies and procedures is of your own accord, and any and all corresponding consequences shall be borne exclusively by you. The Prep of South Tampa maintains a zero-tolerance policy for any indirect or direct disregard for said policies and procedures. As such, it will act accordingly to ensure the safety and health of its community at large.

### **Your Express Assumption of Risk:**

By signing the below, in consideration of being allowed to participate in the reopening of the Gym, and in acknowledging and accepting the new policies and procedures related to the reopening of the Gym, i.e. social distancing, safety, and sanitation, you, yourself, but also your heirs, executors, representatives, agents, successors, assigns, and administrators ("Releasor") as a participant, hereby agree and acknowledge that you are fully aware that participation in this reopening involves risk, both direct and inherent, and you accept the risk of participating, even if the risks are created by your carelessness, negligence or gross negligence (hereinafter, "Released Party").

You understand and are fully aware that there are significant risks, known and unknown, involved in all aspects of your participation in the Gym's reopening and that many of these risks are essential to the activity of the Gym, and therefore, cannot be eliminated. You understand that these risks include bodily injury ranging from minor sprains to death and disfigurement and include but are not limited to: contracting COVID-19 or spreading COVID-19 to other members of the Gym, the staff of the Gym, friends, families, and/or the general public. Such risks could result in minor injury, serious injury, or even death; injury, or death due to negligence on the part of yourself or other people around. You understand that an injury may impair your future ability to earn a living, to engage in business, social and recreational activities, and to generally enjoy life.

You agree that participation is VOLUNTARY and based on your independent assessment of the risks involved you assume full responsibility for the risks that you are exposing yourself to and accept full responsibility for any injury or death that may result from your participation in the Gym, continued membership at the Gym, or any event or competition under the direction of the Released party.

### **Release of Claims and Liability and Indemnification Agreement:**

I have read and understand the foregoing Express Assumption of Risk, and Release of Liability, and I understand that by signing it I am obligated to indemnify the Released Party (the Gym or the Facility as referred herein) named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission(s) or the negligent or intentional act or omission(s) of the Released party, this would include, but is not limited to my departure from The Prep of South Tampa's policies and procedures in compliance with social distancing, safety, and sanitation as required by the State of Florida, Hillsborough County, and/or local municipalities.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Released Party (the Gym or the Facility) from any and all claims, demands, or causes of action, which are in any way connected with participation in the class, including any such claims, which alleged negligent acts or omissions of the Released Party (the Gym or the Facility).

I accept sole financial and legal responsibility for myself in the event of injury or illness (related or unrelated to COVID-19) that I suffer or for which I am legally responsible for to a third-party and agree to indemnify and defend the Released Party (the Gym or the Facility) from any and all claims, demands, damages, loss of service, or expense for property damage and for personal injuries or actions brought by a third-party against Released Party resulting or arising from my participation in the above-described class for my use of the facility in which the class is held.

I accept sole financial and legal responsibility for property damage, lost equipment, or any participation I may have directly or indirectly caused to another related or unrelated to COVID-19. I understand that by signing this form I am waiving valuable legal rights.

### **Automatic Termination:**

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Should you fail to abide by the policies and procedures promulgated by The Prep of South Tampa in reopening its facility in compliance with state, county, and local government standards of social distancing, safety, and sanitation, your membership shall immediately terminate. Any and all fees associated with your membership at the time of termination shall not be refunded. However, your future contractual obligation to pay additional member fees shall also terminate.

**Acknowledgment:**

By signing below, I acknowledge that I have read and fully understand the information contained in this document and any additional policies listed under [theprepofsouthtampa.org/docs](http://theprepofsouthtampa.org/docs) and that I sign this Express Assumption of Risk, Release of Claims and Liability, and Indemnification Agreement voluntarily with the knowledge that I am waiving important legal rights.

## **Signature and Acknowledgements**

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**Members Name (Required):** \_\_\_\_\_

**Date of Birth (Required):** \_\_\_\_\_

**Name of Parent/Guardian:** \_\_\_\_\_  
*if member is under 18*

**Relationship:** \_\_\_\_\_  
*if member is under 18*

**Signature of Participant or Parent/Guardian (Required):** \_\_\_\_\_  
*if member is under the age of 18*

**Today's Date (Required):** \_\_\_\_\_