

NEW YORK ATHLETIC CLUB NON-MEMBER
Assumption of Risk & 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.** As a result, the Center for Disease Control, the State of New York and local governments have issued guidelines and emergency regulations to address COVID-19.

New York Athletic Club ("NYAC"), consistent with then current guidelines, has put in place preventive measures and policies to reduce the likelihood of the spread of COVID-19. However, NYAC **cannot guarantee** that you and/or your family will not become infected with COVID-19 during your voluntary activity at the NYAC or on NYAC grounds.

I agree that I and my family will follow NYAC COVID-19 related rules and policies and that we will not enter NYAC property if within fourteen (14) days preceding our arrival date, any one of us has:

- a. tested positive or presumptively positive with the COVID-19 or been identified as a potential carrier of the COVID-19 virus or similar communicable illness; OR
- b. experienced any symptoms commonly associated with the Coronavirus; OR,
- c. traveled to/from a restricted area that is either a Level 3 or 4 COVID-19 related travel advisory according to the US State Department or has been designated by the State of New York as subject to quarantine on the date you entered into New York; OR
- d. been in direct contact with or the immediate vicinity of any person I/we know and/or now know is either confirmed or suspected of being infected with COVID-19 or who has traveled to or from a US State Department or State of New York restricted area within the last fourteen (14) days.

I acknowledge the contagious nature of COVID-19 and voluntarily agree to assume all risk that I or my family may be exposed to or infected by COVID-19 by visiting NYAC property and accept sole responsibility for any injury to myself and/or my family, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my family may experience or incur in connection with visiting NYAC property or participating in NYAC programming ("Claims").

On my behalf and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless NYAC, 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 to my or my family's visit to the NYAC. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of NYAC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activities at the NYAC or on NYAC property.

During my visit to the NYAC today I will visit the below facilities and should the below list change during my visit I agree to promptly notify NYAC Security.

City House

Travers Island

Acknowledgement

I have read the above waiver and release and voluntarily agree with its terms.

NAME _____

PHONE NUMBER _____

SIGNATURE _____

DATE _____