



**ALL SPORT FISHKILL HEALTH & FITNESS CLUB, INC. Corporate Office:**  
80 Washington Street, Suite 100, Poughkeepsie, New York 12601  
#845-471-3388

## **COVID-19 CLUB ACCESS AGREEMENT**

**Member :** \_\_\_\_\_

**Property Location:** All Sport Fishkill Fitness & Health Club, Inc. ("All Sport"), 17 Old Main Street, Fishkill, NY club building, parking lot and outdoor park ("Premises")

On January 31, 2020 the World Health Organization (WHO) designated the novel coronavirus, COVID-19, outbreak as a Public Health Emergency of International Concern. On March 7, 2020, Governor Andrew Cuomo declared a State disaster emergency for the entire State of New York. By Executive Order, Governor Cuomo has directed that all businesses shall utilize to the maximum extent possible any telecommuting or work from home procedures in order to reduce the in-person workforce at any work location by 100%. Essential businesses or entities providing essential services or functions to an essential business are not subject to the in-person restriction to the limited extent necessary to provide such service or function.

However, access to perform those services raises the potential for liability for exposure to COVID-19.

The undersigned acknowledge(s) and accept(s) sole responsibility to evaluate the risks inherent with entering the Premises and I have specifically requested to enter the Premises to use my membership privileges. I fully accept and assume all of the risks associated with the transmittal of the COVID-19 disease that may result from All Sport and Redl All Sport LLC, its employees, agents and subcontractors by entering the Premises.

I (we) agree to follow all rules and regulations established by All Sport when in the Premises and to keep socially distant from the All Sport staff. I (we) represent that I (we) have not traveled out of the country, or to any U.S. hot spot, in the past 14 days; that I (we) have not experienced fever-like symptoms such as cough or shortness of breath; that I (we) have not had contact with any person that is/was confirmed or suspected of having flu-like symptoms; and that I (we) have not been in contact with someone who has been diagnosed with COVID-19 within the last 14 days. I (we) also hereby waive and release and hold harmless to the fullest extent permitted by law All Sport and Redl All Sport LLC from any liability, causes of action, suits, losses or claims whatsoever that I (we) my estate, heirs, executors and assigns may have or personal injury or damages of any kind resulting from or arising out of potential exposure to COVID-19 at the Premises.

I (we) acknowledge that I have had the opportunity to read this Agreement, fully understand it and agree to be bound by its conditions.

**Member/Guest:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Signature:** \_\_\_\_\_