

Tab: 6
Clubhouse Fitness Center Availability

Issue: Availability of the Fitness Center for Community Use:

The push from Association membership to re-open The Fitness Center.

Background Information:

The Fitness Center, as per the governor's mandate for closure of such facilities due to the COVID-19 virus spread, has been closed for the past 7 months. In re-opening phases of the governor's mandated guidelines, we as an association operated facility have not been able to meet the minimum of these requirements.

In recent weeks association members are increasingly inquiring as to why our center is not open, and when will it be open? The push to reopen is usually prefaced with the statement denoting that some other facility that they belong too, or know of, is open. There are many viable responses to such statements, but at forefront of our responsibility is the health and safe of our community, and the legal liability posed by circumventing any legally implemented government laws or mandates. Gyms and fitness centers have been noted by health authorities as high risks environments for spreading the novel COVID-19 virus. Our particular facility is not the most ventilated area, and the virus is known to be an airborne entity. We also lack screening and testing ability at this time to open the center for community use. Both of which are among the governor's re-opening mandates.

Request:

Requesting that the Board approve the re-opening of the Fitness Center for use by Association members and their guest

RECOMMENDATION:

That the Board authorize the re-opening of the clubhouse Fitness Center for community use, with the implementation of the agreement and guideline form enclosed with this tab. The Board also hire someone to take the temperature of individuals entering the Center to workout, and to clean the facility after the use by each person or household group.

MOTION: That the Board approve the re-opening of the Fitness Center for community use with the presented guidelines and recommendations.

SPONSOR: Director Dr. James R. Coates, Jr.

Lake Holiday Country Club Fitness Center Use Agreement

The Lake Holiday Country Club (LHCC) Fitness Center, is a provided amenity to its members in good standing, and their specified guests. The use of this facility is done without supervision and at the users own risk. With the increase risk and the prevailing dangers of the novel COVID-19 virus all users of this facility are required to sign the following agreement prior to any use of the fitness center.

Liability Release

I, _____ (name of Agreement Participant) certify that I am aware that any use of Lake Holiday Country Club Fitness Center facilities whatsoever is at my own risk. I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO TAKE LEGAL ACTION AGAINST** Lake Holiday Country Club, their officers, agents, or employees (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness or injury, including death, that may be sustained by me, or any of the property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while using the common property of the fitness center area, or while in, on or upon the premises where the facilities are located.

1. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to the removal of any recreational vehicle being stored in the facility, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.
2. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO TAKE LEGAL ACTION AGAINST** the above- named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Virginia.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver 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 Release for full, adequate and complete consideration fully intending to be bound by same. (Minors using these facilities can only do so with this signed agreement, on their behalf, by their parents or legal guardians).

AGREEMENT HOLDER SIGNATURE

DATE

Guidelines for use of the Fitness Center at Lake Holiday Country Club: Open Hours: _____

(Because of the limited time the facility is open individual workouts are being limited to 30-minute segments.)

1. All users must know that they are fever free before entering the facility.
2. Athletic attire is to be worn during workouts in the center.
3. Absolutely no street shoes are to be worn on any cardio-equipment.
4. All users must have their own personal towels and sanitary wipes before using any equipment or machines.
5. Users must wipe down equipment and machines before and after use.
6. Workout sessions are limited to individual sessions, or with household members only!
7. The 30-minute time limit will be strictly adhered to for all users.

(All users of these facilities should be knowledgeable on the Virginia State guidelines on using gyms and fitness center facilities during this era of the COVID-19 virus pandemic.)