



Facility Use Agreement
Waiver of Claims, Release of Liability, and Indemnity Agreement

Participant Name: _____
Participant Home Address: _____
Participant Contact Phone: _____
Activity: _____
Activity Dates & Time _____

I understand and agree that this Agreement grants me limited, temporary, and revocable permission to use the Facility for the Activity at the Activity Dates and Times, subject to the terms of this Agreement. I understand and agree that Facility may revoke or change the terms of this permission at any time in its sole discretion. I also agree that I will have no contact with any minor child or vulnerable adult while at the Facility unless under the direct supervision of a Facility employee.

I understand and agree that I am expressly prohibited from entering the following portions of the Facility at any time and for any reason: any Restricted Areas identified above, all locker rooms, all shower rooms, any area of the Facility not involved in or necessary to my participation in the Activity, and any area I am directed not to enter by a representative of Facility. I understand and agree that the Facility is not a health spa and that I do not have and have not acquired any membership interest in the Facility through this Agreement or otherwise.

I have consulted with a healthcare provider regarding my use of the Facility and my participation in the Activity and have satisfied myself that I am capable of safely using the Facility and participating in the Activity. I am not currently suffering from any medical condition or under the influence of any substance, prescription or otherwise, which may prevent me from safely using the Facility or participating in the Activity therein. I am 18 years of age or older and competent to sign this Agreement on my own behalf or that of my child. I agree that any insurance coverage purchased by or for me which may provide benefits because of an injury to person or property shall be primary insurance over any other insurance which may apply.

Hidden dangers may exist at the Facility and may include uneven or wet surfaces, exercise and/or athletic equipment, and trip hazards. Participant should inspect the area of Facility s/he intends to use for the Activity to determine whether it is safe to engage in the Activity.

ADDENDUM RE: NOVEL 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, federal, state, and local governments and federal, state, and local health agencies recommend staying at home, social distancing, and encourage wearing personal protective equipment.



With full knowledge and understanding I am voluntarily utilizing and/or visiting the Facility and that due to my mere presence at the Facility I may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to my minor children 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 minor children may experience or incur in connection with my presence at the Facility.

For and in consideration of the permission granted me to use the Facility as set forth above, I agree to fully and unconditionally protect, indemnify, and defend the Facility, the parish or school at which Facility is located, The Roman Catholic Diocese of Dallas, and their respective officers, agents, volunteers, representatives, and employees (collectively "Indemnitees") and hold each and all of them harmless from and against any and all costs, expenses, attorney's fees, claims, damages, demands, suits, judgments, losses, or liability for injuries to property, personal injuries, illness, or death, arising in any way, directly or indirectly, from my use of the Facility, this Agreement, or my participation in any Activity (collectively, "Claims"), regardless of cause or of the joint, comparative, or concurrent negligence of the Indemnitees, and hereby waive, release, and assign to Indemnitees any Claim against any Indemnitee.

Please sign below accepting this Facility Use Agreement: Waiver of Claims, Release of Liability, and Indemnity Agreement.

Participant Name: _____

Signature: _____

Date: _____

If participant is a minor, the Parent or Legal Guardian must sign below.

Parent/Legal Guardian Name: _____

Signature: _____

Date: _____