

Liability Release, Waiver, Discharge, and Covenant Not to Sue

This is a legally binding Liability Release, Waiver, Discharge, and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives, and assigns (hereinafter collectively, "Releasor," "I," or "me") to the Massachusetts Institute of Technology Lincoln Laboratory ("MIT").

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed as a result of participation in activities as a user of the MIT and MIT Lincoln Laboratory Fitness Facilities, including, without limitation, exposure to COVID-19 ("Membership"). As the undersigned Releasor, I understand that MIT does not require me to participate in this Membership, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by MIT, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from, or associated with, this Membership, and I release MIT and all of their respective affiliates, departments, employees, agents, and contractors (collectively "Releasees"), from any and all claims, demands, suits, judgments, damages, actions, and liabilities, of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the activities from this Membership, including any injury or harm to me, my death, or damage to my property (collectively "Liabilities"), and I agree to defend, indemnify, and save Releasees harmless from and against any and all liabilities.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages, or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives, and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require. I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law. As a condition of Membership, I agree to comply with all guidance provided by the Centers for Disease Control, the Commonwealth of Massachusetts, and MIT policies, including any changes thereto, during my Membership, to prevent the spread of COVID-19. Such guidance may include, without limitation, social distancing, wearing a face covering while at MIT Lincoln Laboratory Fitness Facilities, frequent hand-washing, temperature monitoring, self-reporting contraction of, or contact with someone who has tested positive for, COVID-19, and participation in contact tracing, when appropriate (Please see: <https://covid19.mit.edu/>).

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS; READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

(Releasor's Signature)

(Printed Name)

(Date)

FOR FITNESS CENTER USE ONLY

Amount Paid: _____ Date: _____

Check #: _____ Debit/Credit Towel Card

MITAC #: _____ Date on Card: _____