



Sheltering Arms Adaptive Fitness Waiver of Liability and Assumption of Risk

Sheltering Arms Hospital, Inc. (“Sheltering Arms”) offers the opportunity to participate in a variety of adaptive fitness programs and classes at Sheltering Arms’ facilities and fitness centers (“Facilities”) including, but not limited to, individual and group instruction; use of equipment, pool, bathrooms, locker rooms, shower/dressing areas; and participation in community activities (collectively, “Adaptive Fitness Activities”). All participants should be aware that attendance at, or use of, the Facilities, participation in Adaptive Fitness Activities, both in the Facilities and including any offsite premise or venue, involve substantial risks of bodily or emotional injury, property damage, and other known and unknown risks associated with participating in such Adaptive Fitness Activities. Risks include, but are not limited to, broken bones, strains, sprains, bruises, concussion, infectious disease, cuts, abrasions, joint and other soft tissue injuries, paralysis, neurological or cardiovascular complications (including heart attack, stroke and exhaustion) and death. Other risks include, but are not limited to, slips, trips, falls, falling from a structure or equipment, falling on other users, being fallen on by other users, misuse, bad decision making, negligence or inattention of others (including belayers), intentional acts of others, exercising out of control or beyond one’s personal limits, failure of or contact with equipment, including, but not limited to ladders, lifts or any part of the building or structure whether rented, permanent or temporary.

I understand and acknowledge that Sheltering Arms has encouraged me to check with my doctor or other qualified medical professionals prior to participating in any Adaptive Fitness Activities and that I hereby acknowledge that I am able to participate in said activities. I acknowledge that the employees of Sheltering Arms are not licensed medical practitioners and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

I certify that I am either (i) independently capable of entering, using and leaving the Facilities safely and without assistance from any Sheltering Arms personnel or (ii) in need of assistance from Sheltering Arms personnel, have discussed my needs with Sheltering Arms personnel and have agreed with Sheltering Arms on the type of assistance I will receive. I agree that nothing contained within this Waiver of Liability and Assumption of Risk grants me the authority to utilize Sheltering Arms’ facilities, fitness center, or pool unattended. I understand that it is my responsibility to participate only in those Adaptive Fitness Activities for which I have the prerequisite skills, qualifications, preparation, and training. The Releasees (as defined below) do not warrant or guarantee in any respect the competency or mental or physical condition of any instructor, Sheltering Arms personnel or individual participant in any Adaptive Fitness Activity. The Releasees also do not warrant or guarantee in any respect the physical condition of any of the equipment used in connection with any Adaptive Fitness Activity.

I hereby acknowledge and agree that use of the Facilities and participation in the Adaptive Fitness Activities involves an inherent risk of physical injury and/or damage to property. I understand and acknowledge that the use of Facilities and participation in the Adaptive Fitness Activities is at my own risk with the understanding that Sheltering Arms neither accepts nor assumes any responsibility for injuries that occur because of my use of the facilities, fitness center, or pool. IN CONSIDERATION OF BEING PERMITTED TO USE THE FACILITIES AND PARTICIPATE IN ADAPTIVE FITNESS ACTIVITIES, I VOLUNTARILY ASSUME ALL RISKS OF DAMAGES OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR BY MY PROPERTY WHILE USING THE FACILITIES OR PARTICIPATING IN ANY



ADAPTIVE FITNESS ACTIVITIES. I UNDERSTAND AND ACKNOWLEDGE THAT THERE MAY BE NO LIFEGUARD OR CARE ATTENDANT ON DUTY AT THE POOL, OR IN THE FACILITY AND I MUST DETERMINE MY OWN ABILITY TO USE SHELTERING ARMS' FACILITIES, INCLUDING THE POOL, AND DO SO AT MY OWN RISK, AS NOTED HEREIN.

RELEASE, COVENANT NOT TO SUE AND WAIVER

For the sole consideration of being allowed to access and use the Facilities and participate in Adaptive Fitness Activities, I hereby agree to release, relieve, covenant not to sue and forever discharge, indemnify, defend and hold harmless, and on behalf of myself and my heirs, representatives, executors, administrators and assigns do hereby release, relieve, covenant not to sue and forever discharge, indemnify, defend and hold harmless, Sheltering Arms Hospital, Inc., its owners or affiliates, their trustees, directors, officers, agents, employees, and volunteers (collectively, "Releasees") of any and for all claims, demands, rights, liabilities, losses, expenses, and causes of action of whatever kind or nature, including but not limited to negligence, arising from and by reason of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, illness, damage to property (including any loss, or theft of, or damage to personal property), and the consequences thereof, including death, resulting from participation in, or in any way connected with or arising out of my attendance at or use of the Facilities or Adaptive Fitness Activities. The release, waiver and indemnity provided for herein shall be given effect to the fullest extent as permitted by the laws of the Commonwealth of Virginia, and if any portion of this release, waiver and indemnity is held invalid, the remainder shall continue to be enforced to the fullest extent permitted by law.

I hereby agree to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur due to my presence in, upon or about the Facilities, my participation in the Adaptive Fitness Activities or otherwise resulting from my use of the equipment, advance technology, or the pool located therein or otherwise resulting from my being engaged in any of the Releasees' fitness activities, training or programs, regardless whether caused by the negligence of the Releasees or otherwise.

I HEREBY WARRANT THAT I HAVE CAREFULLY READ THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS WAIVER RELEASES RELEASEES FROM LIABILITY AND CONTAINS AN ACKNOWLEDGEMENT OF MY VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY, ILLNESS OR DAMAGES AND NO ORAL STATEMENTS OR AGREEMENTS CONCERNING LIABILITY HAVE BEEN MADE OUTSIDE OF THIS WRITTEN WAIVER.

IF I AM A MINOR, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN HAS CAREFULLY READ THE FOREGOING WAIVER OF LIABILITY AND ASSUMPTION OF RISK, KNOWS THE CONTENTS THEREOF, AND SIGNS THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK, VOLUNTARILY, BEING AWARE OF ITS FINAL AND BINDING EFFECT, ON MY BEHALF.



SAC Member, Client, Family, and Visitor Code of Conduct

Sheltering Arms Corporation (SAC) is committed to providing high quality healthcare and building healthy and thriving communities. Everyone should expect a safe, caring, and inclusive environment in all our spaces.

Our Member, Client, Family, and Visitor Code of Conduct helps us to meet this goal. This Code of Conduct is intended to maintain a safe and caring environment for all members, clients, staff, families, and visitors.

Many healthcare systems across the country have similar codes of conduct. Words or actions (oral or written) that are disrespectful, racist, discriminatory, disruptive, hostile, or harassing are not welcome.

Examples of these include but are not limited to:

- Derogatory or offensive remarks about race, color, accent/language, national origin, ethnicity, religion, sex, gender, gender identity or expression, genetic information, sexual orientation, age, disability, veteran/active military status, immigration status, or other personal traits
- Requests or demands for a clinical or other staff member based on the above characteristics
- Physical or verbal threats and assaults
- Yelling or swearing
- Possessing firearms or weapons of any kind
- Sexual or vulgar words or actions
- Spitting, throwing objects, or other violent behaviors
- Possession and or use of non-prescribed drugs, drug paraphernalia, or alcoholic beverages
- Smoking, use of tobacco, or use of electronic cigarettes
- Recording, videoing, or photographing staff without their consent
- Refusal to follow policies, guidelines, or staff instructions
- Disrupting another member's or client's care or experience
- Family/visitor refusal to follow staff requests related to member or client services
- Unwanted communication with a team member not related to member or client services

If we believe you have violated the Code, you will be given the opportunity to explain your point of view. We will always carefully consider your response before we make decisions about future services at Sheltering Arms Institute (SAI) or SAC.

- If you are member, SAC reserves the right to implement disciplinary action, including membership suspension or termination.
- If you are a client, your session may be concluded, you may be asked to leave the premises, and you may not be able to receive services in the future at SAI or SAC.
- If you are a family member or visitor, you may be asked to leave the premises and future visitation may be restricted.
- If circumstances warrant, law enforcement may be notified.

If you witness or are the target of any of these behaviors, please report your concerns to the Quality Department at 804-764-5290.



Acknowledgment and Receipt of Membership Handbook

I have received a copy of the Membership Handbook.

The membership handbook describes important information about Sheltering Arms Pool and Fitness Center and the Code of Conduct for members. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. The membership handbook is available and can be referenced on our [Sheltering Arms Partners for Life Splash Page](#) under Forms.

By signing below, I accept and agree to the terms in the above Sheltering Arms Waiver of Liability and Assumption of Risk, the SAC Member-Client-Family-Visitor Code of Conduct, and the Membership Handbook Acknowledgement.

Guest's Signature

Date

Guest's Name (Please Print or Type)