



**Collins Aerospace**

REC CENTER

**Collins Aerospace Rec Center  
Acknowledgement of Assumption of Risk, Indemnity Agreement, Waiver and Release**

I, the undersigned, know and understand that the use of Rockwell Collins, Inc., Raytheon Technologies Corporation, and its/their affiliated companies (“COLLINS”) Rec Center, and Match Play Tennis Centers Inc. hereinafter referred to as “Rec Center”, and my participation in related events for recreation, the improvement of fitness, and/or the improvement of athletic skills may:

- Involve potentially hazardous or dangerous activities and conditions or
- Cause me injury, including but not limited to: muscle sprains and strains, ligament tears, broken bones, back
- injuries or heart attacks, some of which may even cause paralysis or death.

I attend the Rec Center and its related events out of my own free will and choice. In choosing to use the Rec Center or participate in its related events, I fully accept and assume the risk of injury, whether before, during, or after my use of the Rec Center or participation in its events. This includes, without limitation, physical injury, mental injury, emotional distress, trauma, sickness, illness, death, contact with other participants, inadequate safety equipment, the effects of weather including extreme temperature or conditions, and negligence of others participating in the events, including those watching or observing

I am aware that the risk of injury or death is always present while exercising and that this risk cannot be eliminated by COLLINS or the Rec Center’s managers or employees while using the Rec Center or participating in its related events. All risks are known appreciated and assumed by me and I waive any and all specific notice of the existence of them and further waive the obligation, if any, that any other person or entity has to advise or warn me of them. I assume liability for and agree to pay my own medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorized such expenses.

I realize that the use of the Rec Center and/or the participation in its related events may require physical conditioning. I represent that I am in sound medical condition capable of using the Rec Center or participating in Rec Center events without risk to myself or others. I have no medical impediment that would endanger others or me. I will be solely responsible for the condition and adequacy of my athletic equipment and safety gear. I will exercise safely within the limits of my own abilities, my equipment, the environmental conditions, and in a manner that does not endanger others or me. Knowing these facts and in consideration of my membership to the Rec Center and/or use of the Rec Center and participation in its related events, I for myself, spouse, children, heirs, next of kin, executors, administrators, assigns and anyone acting on my behalf, release, waive, discharge, covenant not to sue and agree to hold COLLINS and its subsidiaries and affiliated entities and its directors, officers, employees, representatives, agents, and successors; Match Play Tennis Centers, Inc. and its subsidiaries and affiliated entities and its directors, officers, employees, representatives, agents, and successors; Rec Center event co-sponsors and volunteers harmless from any and all claims, demands and actions of any and every kind I have, may have or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my attending or use of the Rec Center and/or participation in any related events.

My waiver and release of all claims, demands, actions and liabilities shall include without limitation, any personal injury, accident, illness or death and any property damage or loss that may be: (a) caused by any act, or failure to act, by the above-identified persons and entities, including without limitation, their negligence, errors, omissions in providing exercise advice or the failure to enforce rules and/or (b) sustained by me before, during or after the use of the Rec Center and the participation in its related events.

I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further acknowledge that no representations, promises, statements or inducements have been made to me other than as set forth in this document. I will abide by all Rec Center rules and regulations. I further agree to indemnify and hold the parties released above harmless from any and all losses, damages, injuries, claims and expenses, including attorneys' fees, arising from or relating in any respect to my use of and/or participation in Rec Center and/or its related events or my breach of this agreement. If I am a minor, my parent or guardian also is signing on my behalf. We both agree to be bound by the terms of this agreement, waiver and release. I also waive all spousal claims relating to the Rec Center, if any, that I hold or that may arise through me. I agree that no modifications or amendments to this waiver and release shall be binding unless they are accepted in a separate writing signed by COLLINS’s Senior Vice President, People and Inclusion.

I have read the foregoing Rec Center Acknowledgement of Assumption of Risk, Indemnity Agreement, Waiver and Release and have voluntarily executed this document with full knowledge of its content.

Name: _____
Lname (Print Legibly) _____
Fname _____



# Collins Aerospace

## REC CENTER

### **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Rockwell Collins, Inc., Raytheon Technologies Corporation, and its/their affiliated companies and Match Play Tennis Centers Inc. (hereinafter collectively referred to as "Collins") has put in place preventative measures to reduce the spread of COVID-19; however, **Collins cannot guarantee that you will not become infected with COVID-19.** Further, participation could increase your risk of contracting COVID-19.

### **READ CAREFULLY BEFORE SIGNING**

By signing this agreement, **I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death.** I understand that the risk of becoming exposed to or infected by COVID-19 at the Collins Aerospace Rec Center, Sports Park grounds or league programs (hereinafter collectively referred to as "Collins Rec Center") may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Collins's employees, volunteers, and program participants and their families.

**I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at Collins Rec Center.** On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Collins, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Collins, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at Collins Rec Center.

I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

In the event that I file a lawsuit, I agree to do so in the state where the Collins Rec Center is located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

**I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing.** Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

If I have signed a separate general waiver of liability connected to my participation at Collins Rec Center, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

***I agree that I will practice safe social distancing and clean hygiene during my participation at Collins.***

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

### **PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)**

In consideration of Collins, (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_

**BEFORE SIGNING – PLEASE READ THE REGULAR REC CENTER WAIVER ON THE BACK SIDE**