

LIABILITY WAIVER FOR USING THE RHODES FITNESS CENTER ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

I request authorization for myself to use the Rhodes Fitness Center. I acknowledge that use of the fitness center by me is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. Use of the Fitness Center involves physical exercise, sport, and recreational activities that may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My use of the Fitness Center is a voluntary activity in all respects, and I assume all risks of injury and illness that may result from such use. This includes any sponsored group activities or individual use of the facility or exercise equipment.
2. As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss which I may sustain as a result of participating in all activities arising out of, connected with, or in any way associated with my use of the Fitness Center. I acknowledge that participation and use of the Fitness Center is voluntary.
3. I, on behalf of myself, do hereby fully release and discharge the Rhodes Fitness Center and their agents, employees and the sponsors, and those whose facilities are being used for this program (collectively, the "Released Parties") from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of participation in all activities utilizing the facility. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I, on behalf of myself, hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' negligence. I, on behalf of myself, covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.
4. I further agree to indemnify and hold harmless and defend the Released Parties from all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by me arising out of, connected with, or in any way associated with, the Fitness Center.
5. In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of all medical services rendered.
6. I understand that I should consult with a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly use the Rhodes Fitness Center; that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in; and that I will carefully read the operating instructions for any Fitness Center equipment prior to use and will operate such equipment in strict accordance with instructions.
7. I understand and agree to adhere to the J Squared/Rhodes Fitness Center policy rules as listed in the attached policy.

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I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. I am 18 years old or older. I understand that my signed waiver will be retained in my employee personnel file. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

Signed: _____ **Printed Name:** _____

Department: _____ **Date:** _____

I ALSO AGREE TO THE FOLLOWING RULES REGULATING OF THE RHODES FITNESS CENTER:

1. Employees have access to the Fitness Center for wellness activities solely on a voluntary basis on their own time and should seek medical approval before starting any new exercise program.
2. Employees are allowed unscheduled individual access to the Fitness Center (7) days a week.
3. Access for individual wellness activities is limited to Rhodes Center Customers.
4. Before using the Fitness Center, I must submit a signed liability waiver.
5. Access to the Fitness Center exercise equipment is on a first come, first serve basis. The amount of equipment is limited, and employees are asked to limit their use on the fitness equipment to 15 minutes when others are waiting to use the equipment.
6. I am responsible for leaving the Fitness Center clean and following the posted rules for safe use and maintenance of the fitness equipment. Problems with exercise equipment should be reported to building management. Should equipment be unusable due to mechanical problem, please use sign to post "out of order" and leave message for maintenance.
7. All exercise equipment used must be cleaned after each use with the cleaning products provided by the Fitness Center.
8. All Fitness Center issues, or concerns should be reported to building management.
9. No equipment is to be removed from the premises.
10. For safety and security, employees are encouraged to not use the Fitness Center alone. This is especially important in the evening and early morning hours.
11. All areas of the Fitness Center shall remain alcohol and tobacco free.

Signed: _____ **Printed Name:** _____

Department: _____ **Date:** _____

Failure to observe the above rules can result in termination of access to the facility.

Please print and sign both pages of this form. Completed forms should be submitted to the building management office.