



LIABILITY WAIVER FOR RESIDENT & EMPLOYEE USE OF THE FITNESS ROOM

Acknowledgement and Release of Liability

I request authorization for myself to use The Elliott Community Fitness Room. I acknowledge that use of the Fitness Room is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. Use of The Elliott Community Fitness Room involves physical exercise activities that may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise activity. My use of the Fitness Room 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 group activities or individual use of the Fitness Room 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 any and all activities arising out of, connected with or in any way associated with my use of the Fitness Room. I acknowledge that participation and use of the Fitness Room is voluntary.
3. I, on behalf of myself, do hereby fully release and discharge The Elliott Community and their agents, their successor and assigns, employees and all associated persons, 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 Fitness Room. 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 any and 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 ways associated with The Fitness Room.
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 from my immediate care and agree that I will be responsible for payment of any and all medical services rendered.
6. I have been advised by The Elliott Community to 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 Fitness Room.; 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 Room equipment prior to use and will operate such equipment in strict accordance with instructions.
7. I understand and agree to adhere to The Elliott Community, Fitness Room Policy and rules, which are available for review in the Director of Recreations Office in the department's policies and procedures.

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/resident chart. 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/Facility Area: _____ Date: _____

I also agree to the following rules regulating the use of the Fitness Room:

1. Residents and employees have access to the Fitness Room for physical exercise activities solely on a voluntary basis on their own time and should seek medical approval before starting any new exercise program.
2. When activities or events are not scheduled unscheduled access to the Fitness Room is available. Users are responsible for checking the Fitness Room Schedule.
3. Before receiving a Fob, users must give this signed liability waiver form to the Director of Recreation & Volunteer Services and complete a thorough orientation.
4. Access to the Fitness Room exercise equipment is on a first come, first serve basis. The amount of equipment is limited and users are asked to limit their use on the fitness equipment to 30 minutes when others are waiting to use the equipment.
5. Users are responsible for leaving the Fitness Room clean and following the posted rules for safe use and maintenance of the fitness equipment. Problems with exercise equipment should be reported to The Director of Recreation & Volunteer Services.
6. No equipment is to be removed from the premises.
7. Failure to observe the above rules can result in termination of access to the Fitness Room.
8. For safety and security users are encouraged to not use the Fitness Room alone. This is especially important in the early morning hours, evening hours and on weekends.
9. In case of an emergency, users should use the phone located in the Fitness Room.
10. The Fitness Room shall remain alcohol free.

Signed: _____ Printed Name: _____

Department/Facility Area: _____ Date: _____

Directions:

1. Users must sign both pages of this form.
2. Forms should be submitted to The Director Of Recreation & Volunteer Services.
3. Signed forms will be kept on file in the Human Resource Offices for Employees and in Resident charts at the Nurses Station.