

CAS Wellness and Fitness Center Release and Waiver of Liability

Prior to any individual using the Wellness and Fitness Center or its equipment, this signed form must be on file with the Wellness Center staff.

I wish to use the County of Orange Wellness and Fitness Center located at the County Administration South, including its exercise equipment, programs administered by WebMD Health Services Group, Inc. ("WHS"), locker room and shower (collectively referred herein as "Facilities").

I hereby release, discharge and agree to waive all liability and indemnify, to the extent permitted by law, the County of Orange and WebMD Health Services Group, Inc., its controlled and controlling entities and affiliates and each of their respective officers, directors, employees, agents and contractors, program sponsors and their related agents, from any and all claims or causes of action on account of any illness or injury to my person or property which may result from my participation in the use of the Facilities, including claims that are known or unknown, foreseen or unforeseen, future or contingent.

In consideration of permission to use the Facilities, I acknowledge and consent to the following:

1. My use of the Facilities is a. not part of any of my work-related duties; b. not a term or condition of my employment; and c. entirely voluntary on my part and is being made available at my request for my convenience, and private non-work-related use on my own unpaid, personal time only.
2. I must familiarize myself with the safe use and operation of the equipment prior to using the Facilities by completing an orientation which includes a Facilities tour and completing required paperwork.
3. Though a physician's exam is not a requirement for the use of the Facilities, it is highly recommended that I consult with my physician before use of the Facilities and before starting a program of exercise. It is further highly recommended that I should consult with my physician before returning to exercise following any injury or illness. Participation in all exercise, including WHS directed programs are entirely at my own risk, and I am fully responsible for my own medical condition. Should any unusual symptoms occur, I will cease participation in the Facilities immediately and consult a physician about any such symptoms.
4. I acknowledge participation in physical exercise, including the use of the Facilities and programs, may have inherent dangers and may be hazardous. The risks to my person associated with the use of the Facilities and programs include, but are not limited to broken bones, strains, sprains, bruises, concussion, heart-related illnesses'(abnormal heart events; abnormal blood pressure; heart attack), stroke, shortness of breath, faintness, nausea, dizziness and death.
5. My employment is not conditioned on my use of the Facilities or activities, or events associated with the Facilities. The Facilities is not a part of my workplace, and my participation is voluntary, is for my own personal benefit, is not job-related, and is not within the course and scope of my employment with the County of Orange.
6. My participation does not arise from or satisfy any express or implied duties of employment with the County of Orange. While the County of Orange provides the Facilities for my benefit, I am not an employee of the County of Orange within the meaning of the Workers' Compensation Act during my use of the Facilities and its activities and events.
7. I have no physical or medical condition that would endanger others or myself in connection with my use of the Facilities. It is my full and exclusive responsibility to be familiar with the Facilities' equipment, and my full and exclusive responsibility to know the limits of my physical abilities as they relate to the use of the Facilities. The Facilities will not be monitored or supervised on a scheduled basis and will not be staffed by persons with medical training.

8. The County of Orange assumes no liability for classes or similar services provided by anyone including but not limited to the County of Orange, its employees, independent contractors and/or volunteers.
9. The Facilities is provided as a courtesy to County of Orange employees. I will not provide access to the Facilities to any non-registered person, whether a County of Orange employee or not, nor will I provide access to family members or friends. My access to the Facilities may be restricted or terminated at any time by the Wellness Center staff/Facilities administrator.
10. I must use my County badge ID that is issued to me for access to the Facilities. When I use my County badge ID to access the Facilities, admission to the Facilities or to the County Administration South building is for myself only.
11. I have read and understand the County's policy titled "Wellness Center and Fitness Center at County Administration South." Failure to comply with the policy and posted rules may result in loss of membership. Membership dues are non-refundable if membership is revoked or cancelled due to inactivity of more than three consecutive months (without prior arrangements).

In addition, I, the undersigned, do hereby agree as follows:

1. I attest there is no separate employee/employer or master/servant relationship created between myself and County of Orange as a result of my use of the Facilities. I will receive no compensation or work-related benefit of any kind for my use of the Facilities, participation in Facilities events, or participation in Facilities activities.
2. I recognize and understanding that the use of the Facilities has inherent dangers, and may cause death, serious injury, and damage to my person and/or property. I fully assume all of the risks associated with the use of the Facilities, including, but not limited to, negligence in design, maintenance, supervision, instruction or warning, inadequate safety equipment, the negligence of other users of the Facilities, misuse of the Facilities or its equipment by myself or others, surface hazards(including slips, trips and falls), collision with fixed or moving objects, and known and unknown physical weaknesses, frailties, diseases, and/or conditions which may cause or contribute to death, injuries, and damages to my person or property. I further recognize and understand that any and all such risks are compounded in that most of the exercise activities are unsupervised. I give my consent to receive emergency medical treatment in the event of injury, accident, and/or illness during my participation in the Facilities.
3. In consideration of my use of the Facilities, and for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, I do hereby waive, release, discharge, hold harmless, promise to indemnify and agree not to sue the County of Orange and WHS its controlled and controlling entities and affiliates, and each of their respective elected and appointed officials, officers, directors, employees, agents, contractors, and those special districts and agencies which County's Board of Supervisors acts as the governing Board for any and all claims I have or which may hereafter accrue to me for death, injury, and/or damage to my person or property, including, but not limited to, claims for negligence, negligent design, negligent construction, negligent maintenance, negligent failure to supervise, breach of contract and/or breach of warranty on account of or arising in any way from my use of the Facilities. I specifically waive any and all claims for death, injury, and/or damage to my person and/or property that may result from the negligence and carelessness of fellow employees using the Facilities.
4. I agree for myself and my successors that the above representations, acknowledgements and releases are contractually binding, and that should I, or my successors assert a claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties, in defending any such claim.

5. This release and waiver of liability may not be modified. Any failure to enforce at any time or for any period any one or more of the provisions hereof shall not be construed as a modification or waiver of any such provision or of the right at any time subsequently to enforce all terms and conditions of any such provision.
6. Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, such finding shall not affect the other terms and provisions, which shall remain binding and enforceable.
7. I have read the foregoing release and waiver of liability. I understand its content, and agree to its terms, conditions, and limitations on my rights, including my legal rights to file a lawsuit against, or recover money damages from the County of Orange and WebMD Health Services Group, Inc., for any claim arising out of or relating to any activities within the Facilities, including any claim for negligence. I request that I be allowed to use the Facilities according to the terms of this release and waiver of liability. I further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

By signing this form below, I affirm that I have read, understand, and agree to each and every term of this release and waiver of liability.

Name (please print) _____

Signature _____ Date _____