

# FITNESS CENTER WAIVER AND RELEASE OF LIABILITY

By requesting access to the Fitness Center and use of the equipment and/or space, I agree to all of the following:

## **VOLUNTARY USE**

I understand that use of the Fitness Center and its equipment is fully voluntary. My signature below indicates that I am requesting use of the space and that I will only use the space and/or equipment on my personal time, during non-working hours. Upon approval, my badge will be granted permission to access the Fitness Center. I will scan my badge each and every time I access the Fitness Center and I agree that I will not allow anyone else to access the space with my credentials at any time. Furthermore, I will follow all posted rules and understand that this privilege may be revoked at any time for any reason.

I also understand that the premises is under video surveillance recording, and that I consent to such video surveillance recording in public areas.

## **ASSUMPTION OF RISK**

I understand the potential risks associated with use of the Fitness Center, the equipment, and physical activity in general, which includes the possibility of bodily injury, property damage, wrongful death, and loss of services. My signature below affirms that I fully understand the following risks and I fully assume all risks and responsibility for choosing to use the space and equipment, including but not limited to, the following:

- Inherent risks, dangers, hazards, and such exist in my use of such equipment and my voluntary participation in using the Fitness Center.
- My participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily harm, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability.
- These risks and dangers may be caused by the wrongful conduct and/or negligence of the representatives, employees, or volunteers of Riverside County Office of Education, the wrongful conduct and/or negligence of the participants, the wrongful conduct and/or negligence of others, accidents, breaches of contract, or other causes.
- By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or the conduct of the representatives, employees, or volunteers of Riverside County Office of Education, or by any other person.

## **WAIVER AND INDEMNIFICATION**

My signature below affirms that I agree to indemnify and hold harmless Riverside County Office of Education, it's officers, agents, volunteers, and employees for any injury, damage, claim, and/or loss which may arise out of or in connection to my voluntary participation in using the Fitness Center.

## **GENERAL RULES** *(Detailed rules will be posted in the Fitness Center and may be updated at any time without notice)*

- Will adhere to all board policies, administrative regulations, and Fitness Center rules at all times.
- Will only access the Fitness Center before work, after work, and/or during lunch (not during paid break times).
- Operate all equipment in a safe manner and utilize it only for its intended purpose.
- No horseplay or any activity which may cause an unsafe environment.
- Space may only be used during non-working hours.
- No photography or videography of any type at any time without advanced written approval from OSS.
- Access to any single machine or piece of equipment is limited to 15 minutes when others are waiting.
- Be mindful of your attire, language, and attitude at all times.
- Only one person may enter the Fitness Center per badge scan. Each visitor must scan and enter separately.
- Access may be revoked at any time for any reason.

## **REPRESENTATION**

I represent that I have read, understand, and agree to these terms, and that I am physically capable of engaging in the physical activity I voluntarily choose to undertake in the Fitness Center.

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Signature

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Date

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Printed Name