

**City of Clearwater Employee Voluntary Participation in Fitness Activities
ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY**

In consideration for the acceptance of my entry into, and participation in, fitness services, programs, activities and events, including any travel related thereto, and the use of property and facilities provided by City of Clearwater, the undersigned agrees as follows:

1. **RISK FACTORS:** The undersigned understands and acknowledges that the use of equipment and facilities provided by City of Clearwater (Fitness equipment, classes/activities, facility) and related travel involves risk such as, but not limited to, the following which might result from the use of the equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care: RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.
2. **ASSUMPTION OF RISK:** The undersigned ASSUMES ALL RISKS WHICH ARE FORESEEABLE AND INVOLVED WITH OR ARISE OUT OF THE USE OF THE EQUIPMENT, OR FACILITIES, THE ACTIVITY ITSELF, THE ACTS OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, including but not limited to, those RISK FACTORS described in Section 1 above.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES:** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, equipment, and/or facilities and understands that the safe and proper use of the equipment, facilities, and/or participation in any activities is dependent upon carefully following such policies and procedures. Further it is acknowledged that the equipment, facilities, and participation in activities are limited to City of Clearwater employees only. Guests are not permitted use of equipment, facilities, or to participate in activities.
4. **ACKNOWLEDGEMENT OF "WELLNESS CHAMPIONS":** The undersigned acknowledges that the City of Clearwater "Wellness Champions" are fellow employees who have volunteered to, and are available to, provide guidance, instruction, and answer questions and are not licensed, certified, or otherwise educated in fitness, nutrition, or any other related fields.
5. **PREQUISITE SKILLS AND TRAINING:** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities, and to participate in the activity itself. The undersigned agrees that if he or she had any questions as to what skills, qualification or training is necessary to properly use the equipment, facilities, or participate in the activity itself, then they have directed such questions to the City of Clearwater Wellness Specialist located in the Parks and Recreation Department* and by signing below, represent that such questions have been satisfactorily answered.
6. **WAIVER AND RELEASE: I, FOR MY HERS, EXECUTORS AND ADMINISTRATORS, RELEASE AND FOREVER DISCHARGE THE CITY OF CLEARWATER, ITS OFFICERS, EMPLOYEES AND ALL SPONSORS, PRODUCERS, THEIR AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS, OR EXPENSES WHICH I MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY AND INCLUDING INJURIES WHICH MAY HAVE BEEN SUFFERED BY ME BEFORE, DURING OR AFTER THE EVENT. I UNDERSTAND THAT THIS WAIVER INCLUDES ANY CLAIMS BASED ON NEGLIGENCE, ACTION OR INACTION OF ANY OF THE ABOVE PARTIES. THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS PARAGRAPH AND FULLY UNDERSTANDS THAT THIS IS A WAIVER AND RELEASE OF LIABILITY.**
7. **REIMBURSEMENT:** The undersigned agrees to pay for any and all damages to any property of CITY OF CLEARWATER caused by the undersigned either negligently or willfully, whether done individually or jointly or severally with the act(s) of another.

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8. **REPRESENTATIVES:** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.

9. **EMERGENCY TREATMENT CONSENT:** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

10. **PHYSICAL:** The undersigned is encouraged to have a physical examination prior to any and all participation.

11. **ACKNOWLEDGEMENTS:**

a. The undersigned acknowledges that the use of the City of Clearwater Onsite Fitness Program is not a required incident of employment with the City of Clearwater, cannot occur during the course of employment (including scheduled work hours, overtime, call-out or stand-by) and participation in this activity does not produce a substantial direct benefit to the City of Clearwater. Therefore, Participant has no expectation of workers compensation coverage for participation in this activity or program.

b. The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

Employee Name: _____ **Date of Birth:** _____

Employee's Home or Cell Phone Number: _____

Employee's Mailing Address: _____

Employee's E-Mail Address: _____

Employee's Employee ID #: _____

Employee's Department: _____

☐ *I acknowledge that I have read this document and understand this agreement and realize it relates to surrendering and releasing valuable legal rights and do so freely and voluntarily.*

Employee's Signature: _____ **Date:** _____