



Employee Fitness Center Liability Risk Release

To the Pinal County Wellness Coalition: Please accept this registration and release agreement, with a one time registration and security deposit of \$0.00.

Employee Name: _____ Department: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Emergency Contact: _____ Relationship: _____

Emergency Contact Phone Number: _____

Please select a fitness center location: Casa Grande Fitness Center Florence Fitness Center

This document is a contract with legal consequences. In consideration of Pinal County granting me permission to use the Pinal County Employee Fitness Center, I hereby agree to release Pinal County, its employees, officers, agents, residents, citizens, taxpayers, subdivisions, and Board of Supervisors from liability, and make the following representations.

I acknowledge that all physical exercise has inherent dangers and I fully realize the risks to my person associated with the use of exercise equipment and exercise activities. I fully assume all risks associated with the use of the Center including but not limited to: the County's negligence in design, maintenance, supervision, instruction or warning, inadequate safety equipment, the negligence of other users of this facility or its equipment by myself or others, surface hazards, and fixed or moving objects.

I am using the Center voluntarily for my sole benefit. I am a current Pinal County employee or employed by a Pinal County department and I will use the Center only during non-compensated hours. My employment by Pinal County is not conditioned upon the use of the Center or participation in any activity associated with the center. The Center is not part of my workplace.

I have no physical or medical condition which to my knowledge, would endanger myself or others if I use the Center. It is my sole responsibility to be familiar with the equipment I may use and activities I may participate in. I understand the Center will not be monitored or supervised on any basis. I will use this facility and its equipment in a safe, reasonable, and courteous manner and consistent with all posted rules and published Pinal County policies.

I will use the Center security card issued to me each and every time I use any portion of the Center. I acknowledge that the Center is provided as a courtesy to Pinal County employees exclusively. I will not provide access to the Center to any non-registered person whether a County employee or not, such as family members or friends. My access to the Center may be restricted or terminated at any time by the Center administrator.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest I hereby waive, release, discharge, hold harmless, promise to indemnify and agree not to sue Pinal County from any and all rights and claims including claims arising from Pinal County's own negligence, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my use of the Center.

I agree, for myself and successor, that the above representations are contractually binding, and that should I or my successors, assert my 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, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision or as a consent to any other provision or as a consent to any subsequent waiver or modification.

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, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I have read and understand this contract. By my signature below I agree to each and every term.

Employee Signature: _____ Date: _____