



Employee ID: _____ FITNESS CENTER WAIVER AND RELEASE OF LIABILITY

In consideration of my use of the exercise equipment and facilities provided by the Hernando County School District and/or Board, I, _____, expressly agree, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Hernando County School District and/or Board and its insurers, employees, officers, directors, and associates ("Releasees") shall not be liable for any damages arising from personal injuries (including death) sustained by me, on, or about the premises or arising out of the use or occupancy of the fitness center, fitness equipment or any fitness/wellness activity occurring therein including any injuries arising from the negligence of the Releasees or otherwise.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic) and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the Hernando County School District and/or the Board and its insurers, employees, officers, directors, and associates from any and all claims, demands, damages, rights of action, or causes of action present of future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said equipment and facilities.

_____I expressly agree to indemnify and hold the Hernando County School District and Board harmless against any and all claims, demands, damages, rights of action, or causes of action of any person or entity, that may arise from injuries or damages sustained by me.

_____I agree to solely be responsible for safety and wellbeing of myself. I understand that the Hernando County School District and/or the Board does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

_____I understand use of the fitness center is limited to employees and that no family members, children or any other non-employees are allowed in the fitness center.

_____I agree to comply with all rules imposed by the Hernando County School District and the Board regarding the use of the facilities & equipment.

_____I understand that in order to promote safety video surveillance will be used.

_____I understand that my use of the Hernando County School District Fitness Center can be revoked at any time.

_____I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

_____I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death. Use of Fitness Center facilities is "at your own risk". No attendants or supervision of any kind will be provided.

_____I understand and agree that the Hernando County School District or the Board is not responsible for property that is lost, stolen or damaged while in, on or about the premises.

_____I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

_____I acknowledge that I have either had a physical examination and have been given a physician's permission to participate in these activities, or I have decided to participate in these activities without the approval of my physician. I understand that the activities and programs offered at the fitness center may sometimes be conducted by persons who may not be certified instructors.

_____I accept the fact that the skills and competencies of some HCSD employees, agents, representatives, or volunteers will vary according to their training and experience.

_____ I understand I must participate in the District's wellness initiatives including annual biometrics; failure to do so could cause your Fitness Center privileges to be revoked and future access denied.

General Rules for Fitness Center Use Located at 900 Emerson Road Brooksville FL, 34601

Participants are asked to adhere to the following guidelines:

- **Fitness Center is for EMPLOYEE USE ONLY** – no family members, children or any other non-employees are permitted access to the fitness center.
- Before beginning any exercise program, it is recommended that you consult with your physician.
- Fitness Center will be open Monday through Friday 5:00 AM – 9:00 PM and on weekends from 8:00 AM – 4:00 PM and is accessible only to those with the appropriate access card.
- Each employee is responsible for controlling and monitoring access to these facilities; employees are prohibited from lending their access cards to other employees or non-employees. Fitness center activity will be monitored via badge system and video surveillance system.
- Please show respect for the equipment, facility, and toward others using the center.
- Do not move or rearrange the equipment and/or exercise machines. No horseplay or loud offensive language will not be tolerated.
- Use a spotter when lifting heavy weights and please do not drop or throw the weights. Keep hands and loose clothes away from weight stacks, cables, and pulleys.
- To assure that all participants are able to use the machines, please limit use of cardio machines to 30 minutes when others are waiting. Proper attire is required at all times: Shirts and athletic shoes must be worn. No sandals, open toe shoes, or bare feet.
- Plastic or metal water bottles are allowed. All other drinks, food, and glass containers are not allowed.
- The use of photographic equipment to take pictures of any person in the fitness center is prohibited without consent.
- Please wipe off equipment after use with the sanitizer(s) that is provided. Please pick up trash, towels, and personal belongings before leaving. Try to leave the center in better condition than when you arrived.
- Please notify the Risk and Benefits Department immediately of any equipment problems, and do not use any equipment not working properly.
- Failure to comply with these rules and regulations could cause your Fitness Center privileges to be revoked and future access denied. Management reserves the right to prohibit use of the Fitness Center by any individual failing to comply with normal precautions and General Rules for Fitness Center Use.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS WAIVER AND RELEASE AND GENERAL RULES FOR FITNESS CENTER USE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I VOLUNTARILY EXECUTE THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT. BY INITIALING AND SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE HERNANDO COUNTY SCHOOL DISTRICT &/OR BOARD FOR ANY INJURY SUSTAINED DEATH OR PROPERTY DAMAGE HOWEVER CAUSED.

Member Signature: (sign in the presence of a Notary) _____

Notary: State of Florida, County of. _____

The above named person who has sworn to and subscribed before me this _____ day of _____ 20____ and is personally known _____ or has produced _____ as identification.

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public