

## FITNESS CENTER ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

CalEPA-040 (REV. 11/2019) PAGE 1 OF 2

I request authorization to use the Fitness Center, including participating in employee-run fitness classes and programs held in the Fitness Center (“fitness programs”). I acknowledge that my use of the Fitness Center and participation in fitness programs is expressly conditioned on my acknowledgement and agreement to each of the terms of this document. I agree as follows:

<p>_____ (Initials)</p>	<p>I understand that using the Fitness Center and participating in fitness programs carries with it risk of injury, including but not limited to heart attack and stroke. My voluntary decision to use the Fitness Center and participate in fitness programs is acknowledgement that I understand and assume the risk of physical or mental harm, injuries, and death, either directly or indirectly resulting from this activity.</p>
<p>_____ (Initials)</p>	<p>I agree to abide by all rules and guidelines governing the Fitness Center set forth in the Fitness Center Rules, attached and incorporated herein, and to make use of the Fitness Center in a manner that assists in keeping the area safe, orderly, maintained, clean, and in usable condition.</p>
<p>_____ (Initials)</p>	<p>I agree to hold harmless, indemnify, and release the Property Owner, the Property Management, the CalEPA, the Boards, Departments, and Offices within CalEPA, the State of California, and all of their officers, employees, heirs, successors in interest, or agents (Released Parties) from liability, claims, damages of any kind (including, actual, special, consequential, or punitive), injuries, procedures, costs, expenses, and causes of action, including attorney’s fees, arising directly or indirectly from my use of the Fitness Center and participation in fitness programs. I agree to expressly assume any and all risks of physical and mental harm, injury, or death. This is a complete and irrevocable release and waiver of liability.</p>
<p>_____ (Initials)</p>	<p>In the event of a healthcare emergency involving my person while using the Fitness Center or participating in fitness programs, I authorize the Released Parties to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my immediate healthcare. I agree that I will be responsible for payment of any and all medical services so rendered. I request that the information provided on the Confidential Emergency Notification form, attached and incorporated herein, should be used by the Released Parties as the situation and time allows.</p>
<p>_____ (Initials)</p>	<p>I acknowledge that I am hereby informed that the Released Parties recommend that I consult with a physician before I decide to use the Fitness Center or participate in fitness programs regarding whether my physical condition is adequate to participate without causing me harm, injury, or death.</p>
<p>_____ (Initials)</p>	<p>I acknowledge that I am responsible for determining whether I am physically and mentally capable of safely using the Fitness Center and participating in fitness programs without causing me harm, injury, or death. I certify that I am in good health and of sufficient physical and mental condition to use the Fitness Center and participate in fitness programs without causing me harm, injury, or death. I affirm that I am not aware that I am presently suffering from any condition, impairment, disease, infirmity, or illness that would prevent the safe use of the Fitness Center and involvement in fitness programs and once becoming so aware, agree to cease participation.</p>

**FITNESS CENTER ACKNOWLEDGEMENT AND RELEASE OF LIABILITY**

CalEPA-040 (REV. 11/2019) PAGE 2 OF 2

I have read and fully understand this document, including the authorization to secure medical treatment and release of all claims. I acknowledge that this document is being relied upon by the Released Parties in permitting me to use the Fitness Center and participate in fitness programs. I am at least 18 years old. I acknowledge that my privileges to use the Fitness Center and participate in fitness programs may be revoked at any time. I understand this document is binding upon me and my heirs, children, wards, spouse, personal representatives, and anyone else entitled to act on my behalf.

Employee Signature:	Employee Name (Print):
Department/BDO:	Date: