

SAMPLE

Employee Activity Waiver – Exercise/Fitness/Wellness Programs

Employees wishing to participate in any group exercise or fitness class or wellness program [Activities] sponsored by, or conducted on the property of _____ (“County Office of Education”) must agree that:

1. Participation in such Activities can result in personal harm, loss, damage, injury, or death. I accept these risks on behalf of myself and on behalf of my heirs, executors, and assigns. To the fullest extent allowed by law, I waive and release any potential future claim against any and all persons or entities (including, but not limited to, the County Office of Education) that may in some manner be responsible for sponsoring, directing, teaching, or supervising my activities, the activities of others, or that own, control, or maintain the physical location in which such classes or programs are conducted. The County Office of Education does not warrant or guaranty that the physical location of any Activity is safe and appropriate for such an Activity and/or that any equipment used is in good and proper working order. It is my sole and personal obligation to ensure that the site and equipment is safe and appropriate for my use.

2. I am responsible for determining whether I am physically and medically able to participate in an Activity. I am responsible for determining whether a physical or medical examination should be undertaken before I participate in an Activity and I will abide by any determination, limitation, or recommendation that may be issued by my medical or health care provider. Before, during, and after an Activity, I am solely responsible for determining my health and physical status and whether I can or should discontinue my participation in the Activity, or take other actions, to protect my health or safety. The County Office of Education assumes no duty to me to ensure my physical or medical ability to participate in these Activities, whether before, during, or after such Activities.

3. My participation in an Activity, including related events before and after the Activity, is not within the scope of my employment with the County Office of Education. These are voluntary recreational or athletic activities that are not required or expected of my employment and are not covered under California’s workers’ compensation statutes (Labor Code Section 3600(a)(9)). As such, I will be personally liable for all costs of treatment or care, or other financial expenditures or financial loss or impairment that might arise from my participation in an Activity.

4. I will conduct myself in a safe and reasonable manner. I will not participate in Activity while under the influence of medication, drugs or alcohol, or while suffering from any medical, health or other condition (including, but not limited to, illness or injury), that might in some manner potentially cause harm or injury to me, to another participant, or to the property of the County Office of Education. I will defend and indemnify the County Office of Education, and its agents and employees, in response to any claim for injury, damage, or loss arising in some manner from my participation in these Activities.

THIS WAIVER IS APPLICABLE TO ANY AND ALL “ACTIVITIES” IN WHICH I MAY PARTICIPATE, REGARDLESS OF DATE OR CONTENT, UNTIL IT IS EXPRESSLY REVOKED IN WRITING.

Name: _____ Date: _____
(Please Print)

Signature: _____