

CLARKE COUNTY SCHOOL DISTRICT FITNESS CENTER RELEASE & WAIVER

In consideration of the grant of permission of Clarke County School District ("CCSD") for me to use the Employee Fitness Center located at 595 Prince Avenue, Athens, Georgia 30606 (the "Fitness Center"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby acknowledge, agree and represent as follows:

1) I am in good health and have no disability, impairment, medical condition, illness or health related issue which may prevent me from engaging in exercise or using the Fitness Center or which poses a health risk to other users of the Fitness Center. I assume full responsibility for my medical condition as it relates to engaging in exercise and using the Fitness Center. I have consulted with a physician and have not been instructed by such physician to refrain from using the Fitness Center or not to participate in any activities of the type available in the Fitness Center.

2) I understand that my presence in the Fitness Center and my use of the Fitness Center involves risk. I hereby knowingly and freely assume all risk and responsibility for any and all damage to property or bodily and/or personal injury, including death, in connection with my use of the Fitness Center.

3) This Fitness Center Release and Waiver has been executed by me and may not be used by any other person for the purpose of using the Fitness Center. I will not grant access to the Fitness Center to any other person.

4) I hereby release, discharge and covenant not to sue (and relinquish my rights to sue) CCSD and the Clarke County Board of Education, together with their elected and appointed officials, agents, employees, attorneys, and their respective successors and/or assigns (each a "Releasee") from and with respect to any and all liability, claims, demands, actions, suits, rights and/or causes of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, that may arise from my use of the Fitness Center, including, without limitation, any damage to property or bodily and/or personal injury in connection therewith. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am hereby releasing any and all unknown future claims.

5) I agree to indemnify and hold harmless CCSD and any Releasee from and against any loss, damage, claim, suit, liability, demand, cost and/or expense, paid or incurred by CCSD or any Releasee, or asserted against any of them (including attorney's fees, court costs and disbursements) caused in whole or in part, by, or arising directly or indirectly out of my use of the Fitness Center and/or my breach of this Fitness Center Release and Waiver.

6) CCSD has advised me not to bring valuable personal property into the Fitness Center. I assume full responsibility for any loss of or damage to my personal property which may occur at the Fitness Center. CCSD shall not be liable for the loss, theft, or damage of any personal property located anywhere in the Fitness Center.

7) I have been informed and acknowledge that CCSD will not provide any trainers or other supervision at or in connection with the Fitness Center. I agree to use the Fitness Center without any such supervision at my own risk. I agree to not bring a trainer into the Fitness Center unless and until I comply with the Fitness Center's rules relating to trainers, if any.

8) I have neither requested nor received any express representations or warranties as to the use of the Fitness Center and CCSD has not made and does not make any actual or implied representations or warranties regarding the condition or appropriate use of the Fitness Center.

9) I have received a copy of the Fitness Center rules and regulations and agree to abide by them and any amendments to them hereafter adopted. I agree that CCSD may suspend or revoke my right to use the Fitness Center upon determining, in its sole discretion, that I have materially violated the Fitness Center rules and regulations or that I have materially breached the terms of this Fitness Center Release and Waiver.

10) CCSD may repair, at my expense, all damage to the Fitness Center caused by me, and I agree to pay CCSD on demand any amounts so expended.

11) Any dispute or question concerning the use of the Fitness Center shall be resolved by the CCSD Chief of Human Resources, whose decision shall be binding upon me in all respects.

12) This Fitness Center Release and Waiver covers any and all liability, claims and actions caused in whole or part by any and all acts or failures to act on my part, including but not limited to negligence or mistake.

13) This Fitness Center Release and Waiver shall also bind my assigns, heirs, executors, administrators, distributees, guardians and next of kin.

14) If any term or provision of this Fitness Center Release and Waiver is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws, then and in such event, it is the express intention of the parties that the remainder of this Fitness Center Release and Waiver, or the application of such terms, clauses or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Fitness Center Release and Waiver, and the application thereof, shall be legal, valid and enforceable to the fullest extent permitted by law.

15) This Fitness Center Release and Waiver constitutes the entire agreement of the parties with respect to the subject matter of this Fitness Center Release and Waiver and supersedes all prior agreements, understandings, negotiations, statements, promises and discussions, oral and written, between the parties hereto with respect to the subject matter of this Fitness Center Release and Waiver.

16) The provisions of this Fitness Center Release and Waiver will continue in full force and effect even after the termination of the activities conducted by me at the Fitness Center.

17) I have read and fully understand the terms of this Fitness Center Release and Waiver, and that I may have given up substantial rights by signing it, and I sign it freely and voluntarily without any inducement.

I agree to abide by and be bound by the terms and conditions of this Fitness Center Release and Waiver.

I have had an opportunity to consult counsel regarding this Fitness Center Release and Waiver.

IN WITNESS WHEREOF, I have duly executed this Fitness Center Release and Waiver this _____ day of _____, 20____.

Signature: _____

Print Name: _____

Employee ID#: _____

CLARKE COUNTY SCHOOL DISTRICT FITNESS CENTER RULES OF OPERATION

The following rules must be followed at all times while using the CCSD Fitness Center. Failure to follow any rule will result in you being barred from using the Fitness Center.

1. The center is available to CCSD staff seven days a week, including holidays, from 5:00 a.m. to 10:00 p.m.
2. The fitness center cannot be used during assigned work hours.
3. Only employees of CCSD who have signed the waiver are eligible to use the fitness center. The waiver is good for one calendar year and must be re-signed annually.
4. Each employee must use his or her badge to access the fitness center. Do not give your badge to anyone else for access or allow someone to enter with you.
5. Lockers are available in the locker rooms only while using the fitness center. Do not leave items in the locker. CCSD is not responsible for any lost or stolen items left in the locker room or brought into the workout area.
6. There is a 30-minute limit on all equipment while others are waiting.
7. Wipe down all equipment after use with the sanitizing wipes provided.
8. Proper workout attire must be worn. Examples of proper attire include gym shorts, yoga pants, sweat pants, tee shirts, and tank tops. Athletic shoes are required. **A shirt must be worn at all times.**
9. Clean up all trash, store equipment and rack weights prior to leaving.
10. No food or beverages other than water permitted.