CITY OF MEMPHIS FITNESS CENTER WAIVER OF LIABILITY & OJI

I, _____, hereby request permission from City of Memphis to access and use the fitness center and fitness
(PRINT NAME)

equipment located at (mark one):

____ City Hall	____ 170 N. Main Street
____ Union Extended	____ Benjamin Hooks Library
____ Stiles Plant	____ Maxson Plant
____ Avery St. -911 Comm.	____ Other _____

In consideration of the grant of permission by the City of Memphis for me to use the Fitness Center, the receipt and sufficiency of which is hereby acknowledged, I 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 to refrain from any activities of the type available in the Fitness Center.

2) I agree to conduct myself in a reasonable manner and will refrain from using the equipment in a manner inconsistent with its intended design and purpose. I understand that the City does not provide supervision, instruction, or assistance for the use of the facilities and equipment. I understand and acknowledge that the use of fitness equipment involves risk of serious injury, including permanent disability and death. I agree to comply with all rules imposed by the City regarding the use of facilities and equipment.

3) I understand and agree that the City is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises. By the execution of this agreement, I voluntarily accept and assume full responsibility for any and all injuries, illness, death or damages (both economic and non-economic), that may result from my use of the fitness equipment or occur while in, on or about the Fitness Center.

4) On behalf of myself, my heirs, executors, administrators, successors and assigns, I hereby waive, release, discharge, indemnify and agree to hold harmless the City of Memphis, its officers, agents, and employees from any and all liability, claims, demands, rights, or causes of action, present or future, whether known or unknown, anticipated or not anticipated including but not limited to personal injury, illness, death, property damage or loss caused in whole or in part by my use of the fitness equipment or presence at the Fitness Center.

5) I understand and agree that my use of the facilities and equipment is voluntary and is not within the course or scope of my employment. I understand that any injury or illness sustained while using the Fitness Center equipment or while on the premises will not be deemed as an On-the-Job Injury.

I HAVE READ THE FOREGOING WAIVER OF OJI AND RELEASE OF LIABILITY, AND I VOLUNTARILY EXECUTE THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENTS.

Signature: _____ Date: _____

Print Name: _____ Employee I.D. #: _____

CoM Email:_____ Phone: _____

Address: _____

_____

Emergency Contact Information:

Name: _____ Phone:_____

Address: _____