

Grande Cheese Company Liability Waiver for Associates Using the Fitness Centers within the Health and Wellness Center

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

I request authorization for myself to use the Fitness Center. I acknowledge that use of the Fitness Center by me is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

- 1. Use of the Fitness Center involves physical exercise, sport, and recreational activities that may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness and/or recreational activities. My use of the Fitness Center is a voluntary activity in all respects and I assume all risk of injury and illness that may result from such use. This includes any sponsored group activities or individual use of the center or exercise equipment. **Initial:** _____

- 2. I certify that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in; and that I will carefully read the operating instructions for any Fitness Center equipment prior to use and will operate such equipment in strict accordance with instructions. **Initial:** _____

- 3. I understand and agree to complete the Fitness Assessment administered by the Nurse Practitioner through the Grande Health and Wellness Center prior to using the Fitness Center. **Initial:** _____

- 4. I, on behalf of myself, do hereby fully release and discharge Grande Cheese Company and their agents, Associates and the sponsors (collectively, the Released Parties) from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of participation in all activities utilizing the facility. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I, on behalf of myself, hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' negligence. I, on behalf of myself, covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder. **Initial:** _____

- 5. In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered. **Initial:** _____

- 6. The Released Parties are not responsible for any loss or theft of personal property brought to or left in the Fitness Center and I release Grande Cheese Company from any liability of such cost. **Initial:** _____

- 7. I understand and agree to adhere to Grande Cheese Company Fitness Center's policy and rules, which are available for review online through SharePoint under Policies and Procedures on the Human Resources page. **Initial:** _____

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSOR MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST GRAND CHEESE COMPANY FOR THEIR NEGLIGENCE OR THAT OF ASSOCIATES, AGENTS, OR SPONSORS.

Associate Name (printed) Associate Signature Date

Contact Info: (phone and/or email): _____