

**Fitness Center Waiver and Release of Liability**  
**ACKNOWLEDGEMENT AND RELEASE OF LIABILITY**

I request authorization for myself to use the Grande Cheese Company Fitness Center (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:

**Potential Risks and Hazards**

I understand that physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Fitness Center provides activities such as weightlifting, the use of exercise equipment, aerobic activities, classes, etc. Use of the Fitness Center may cause injury. I understand that there is an inherent risk of injury when choosing to use the Fitness Center. 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.

Before using the Fitness Center, I certify that I will have sufficient knowledge and experience to use the equipment or facility on an unsupervised basis. I will carefully read the operating instructions for any equipment prior to use and will operate such equipment in strict accordance with instructions. I will use the Fitness Center with reasonable care and take all precautions to minimize injury to myself and others.

**I understand all potential risks and hazards: \_\_\_\_\_**

**Medical Evaluation and Emergencies**

I certify that I am in acceptable medical condition that allows me to safely use the facilities and equipment and to participate in exercise and fitness activities available at Grande Cheese Company without the risk of injury or harm to myself. I understand that it is advisable to obtain medical evaluation and my doctor's approval prior to initiation of exercise, as well as yearly (or more frequent) physical examinations for my continued safety. I further understand that it is my responsibility to monitor my current physical condition and my condition during exercise activities. I also realize that advice given from others is not medical advice and the ultimate authority in matters of health and exercise is my personal physician.

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.

**I understand the importance of medical evaluations and emergency actions: \_\_\_\_\_**

**Voluntary Participation**

I understand and agree that I am not obligated to use the Fitness Center or participate in fitness activities and that my use of the Fitness Center is not part of my work-related duties.

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.

I agree to always conduct myself in a controlled and reasonable manner and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. I understand that improper use of equipment and the facilities may result in removal of access and potential disciplinary actions.

I understand and agree to adhere to the Fitness Center's policy and rules, which are available for review online through SharePoint under Policies and Procedures on the Human Resources intranet page.

**I understand that use of the Fitness Center is voluntary, and access can be removed: \_\_\_\_\_**

**Acknowledgement of Understanding**

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.

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.

\_\_\_\_\_  
**Name (printed)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Please provide any additional emergency contact information.**

**Name:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

**Phone:** \_\_\_\_\_