

# Fitness Area and Equipment Usage Agreement and Release of Liability

The County of San Mateo (“County”) has chosen to provide its current employees with access to fitness equipment (“Equipment”) located in a designated area (“Fitness Area”) on-site at a County Office Building (“COB”), to be used only for off-duty recreational activities. The Fitness Area includes any space provided for exercise or workout activities, as well as shower, restroom, and locker facilities. Use of the Fitness Area and Equipment is completely voluntary and not a condition or expectation of employment with the County. County employees are prohibited from using Fitness Areas on County time and may only use Fitness Areas during their breaks or during non-work hours.<sup>1</sup>

I, \_\_\_\_\_ [print name], have voluntarily chosen to use the Fitness Area and Equipment and hereby enter into this Fitness Area and Equipment Usage Agreement and Release of Liability (the “Agreement”).

## A. Terms and Conditions of Use

1. Access. I understand that only current employees of the County are permitted to access and use the Fitness Area and Equipment, and only for themselves and for purposes of off-duty recreational activities. I further understand that no guests, including family and friends, are allowed in the Fitness Area.
2. Use of Fitness Area and Equipment. I agree to use the Fitness Area and Equipment for intended purposes only, in a safe and responsible manner. I will make all reasonable efforts to keep the Fitness Area and Equipment free of perspiration and promote sanitary conditions.
3. Unavailability of Equipment. I understand that the Fitness Equipment may be unavailable at times for any reason, including but not limited to, facility closure, mechanical failure or regular maintenance.
5. Rules. I understand the County may adopt rules regarding the use of the Fitness Area and Equipment, including but not limited to, hours of operation, time restrictions on Equipment use and safety related rules. I agree that I will comply with all stated and customary rules, posted safety signs, and verbal instructions as conditions for participation and use of the Fitness Area and Equipment.
6. Revocation of Use. I understand that the County reserves the right to discontinue providing County employees with a Fitness Area and/or Fitness Equipment at any time, with or without notice, for any reason or no reason. I understand and agree that the County may

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<sup>1</sup> County employees working a ‘straight shift’ may use Fitness Areas during their break time but are still subject to all the requirements of their straight shift assignment.

revoke my individual access to the Fitness Area and Equipment at any time, with or without notice, for any reason or no reason. I understand and agree that the County may suspend or cancel my privilege to use Fitness Equipment and/or enter the Fitness Area if I violate the Terms and Conditions set forth in this Agreement.

## B. Representations

7. I am a current employee of the County. I understand that only current employees of the County are permitted to access and use the Fitness Area and Equipment for off-duty recreational activities.

8. I understand and agree that using the Fitness Area and Equipment is not part of my work-related duties and is completely outside of the scope of my job and work duties. I understand and agree that that the County, my employer, does not expect or require my use of the Fitness Area or Equipment.

9. I am fully capable and in adequate physical condition to use the Fitness Area and Equipment. I understand that in the event of injury, I am responsible for obtaining medical aid at my sole expense. I understand improper use of Fitness Equipment can be dangerous and I will only use the Fitness Area and Equipment in a responsible manner and never when I am in an impaired state, for any reason.

## C. Indemnification

10. I shall indemnify, defend and hold harmless the County, its departments, commissions, commissioners, agencies, boards, predecessors, successors, subsidiaries, related entities, and current and former officers, directors, trustees, agents, employees, insurers, attorneys, representatives, successor and assigns from all claims, suits or actions of every name, kind and description, relating to, arising out of or based on (a) injuries to myself (b) injuries to another person caused by me, (c) damage to any property or objects caused by me.

## D. Assumption of Risk

11. I am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, cardiovascular impairment or failure, strains and sprains, contusions, fractures, scrapes, cuts, bumps, head injuries, paralysis, injuries due to faulty or improperly maintained equipment, and other risks. (Employee initials \_\_\_\_\_)

12. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and other persons. I expressly agree to accept and assume all of the above-described risks associated with use of the Fitness Area and Equipment. (Employee initials \_\_\_\_).

13. I understand that the Fitness Area is unsupervised, unstaffed and that I am solely responsible for ensuring that I am using the Fitness Equipment safely in light of my health and my abilities. (Employee initials \_\_\_\_).

14. I assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from my use of the Fitness Area or Equipment, whether caused by my own actions or inactions, or the actions or inactions of other persons, or caused by the Fitness Area or Equipment, or resulting from any other cause. (Employee initials \_\_\_\_).

15. I understand that there may be other risks either not known to me or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my use of the Fitness Area or Equipment. (Employee initials \_\_\_\_).

## E. Releases

16. In consideration of the above-described risks and hazards and in consideration of the fact that I plan to willingly and voluntarily use the Fitness Area and/or Equipment, along with my successors, representatives, heirs, executors, administrators, assigns, and/or transferees, I hereby fully and forever release and discharge the County, its departments, commissions, commissioners, agencies, boards, predecessors, successors, subsidiaries, related entities, and current and former officers, directors, trustees, agents, employees, insurers, attorneys, representatives, successor and assigns from any and all liabilities, claims, demands, contracts, debts, damages, acts or omissions, obligations and causes of action of every nature, kind and description, in law, equity, or otherwise, which arise out of or relate to the Fitness Area and/or Equipment.

**I have carefully read, fully understand, and agree to abide by the terms of this Agreement. I also understand and agree that this Agreement is to be as broad and inclusive as is permitted by the laws of the State of California and that, if any portion of this Agreement is held invalid, the remaining terms shall continue in full force and effect. This Agreement shall be binding upon me, as well as my successors, representatives, heirs, executors, assigns and/or transferees.**

Participant Name (please print): \_\_\_\_\_

Emergency Contact name: \_\_\_\_\_

Emergency Contact phone number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_