

Waiver/Release of Liability & Indemnity Agreement - 2020-2021  
Saline County Employee Fitness Facility

I, the undersigned, acknowledge the inherent risks involved when using any type of fitness equipment including the equipment present in the Saline County Fitness Facility. I also acknowledge and fully understand that I may be engaging in activities that involve risk of injury or accident which might result not only from my actions, but also from the action, inaction, or negligence of others, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I knowingly and freely assume all such risk, both known and unknown, which may occur in connection with my participation in activities or utilization of equipment at the Saline County Fitness Facility.

I agree that I will comply with all stated and customary terms, posted safety signs, rules and verbal instructions associated with the Saline County Fitness Facility. I understand that violation of Facility rules may result in the termination of my right to use the Facility. Further, I agree that prior to participating in any activity or using any equipment at the Facility, I will inspect the area and all equipment to be used, and if, through my inspection, I determine that anything related to that activity or the condition of the equipment is unsafe, I will immediately advise any member of the Saline County Safety Committee or Wellness Committee of this unsafe condition and will not participate in the activity or use the equipment until this unsafe condition is corrected.

I, for myself and respective heirs, assigns, administrators, personal representatives and next of kin hereby release, waive, discharge, agree not to sue and hold harmless Saline County, its elected and appointed officials, employees, agents, and representatives, from demands, and against any and all claims, losses, damages, liabilities or injuries (including death) arising out of or related to my use of the Saline County Fitness Facility and the use of any and all equipment associated with this Facility. I also agree to indemnify Saline County, its elected and appointed officials, employees, agents, and representatives, from any and all third party claims caused in whole or in part by my actions while utilizing the Facility.

I agree to be solely responsible for safety and well-being of my household guest(s) and myself. I understand that Saline County does not provide supervision, instruction, or assistance for the use of the facilities and equipment. I also understand that I am responsible for any damages to the facilities or equipment arising from my actions, inactions or negligence or the actions, inactions or negligence of my household guest(s).

I understand and agree that Saline County is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand that my right to access and utilize the Saline County Employee Fitness Facility will end at such time that my employment or my sponsor's employment with Saline County is terminated; career retirements withstanding.

I further understand that I will not divulge any access codes or combinations to the Facility.

I have read the above Waiver/Release of Liability and Indemnity Agreement and understand that by signing below, I have given up substantial rights.

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Printed Name of Household Member Sponsored

\_\_\_\_\_  
Signature of Sponsored Household Member

\_\_\_\_\_  
Relationship of Household Member to Employee

\_\_\_\_\_  
Date