

**Southeast Alaska Regional Health Consortium Fitness Center
Release of Liability and Waiver of Claims Agreement**

Southeast Alaska Regional Health Consortium (SEARHC) offers its employees access and use of fitness centers located on SEARHC premises in Juneau and Sitka. The fitness centers are not staffed and offer various exercise equipment as further defined below. Use of the fitness centers carry the inherent risk of serious bodily injury and / or death. Employees who wish to utilize the fitness centers do so at their own risk and must review, agree to, and sign this Release of Liability and Waiver of Claims Agreement (Release and Waiver) if they wish to use the SEARHC fitness centers.

In consideration for using the SEARHC fitness centers and its equipment, I hereby agree to release and discharge SEARHC (SEARHC means its employees, officers, directors, volunteers, member tribes, independent contractors, agents, instructors, vendors, and insurers) on behalf of myself, my heirs, assigns, personal representative(s), and estate as follows:

1. **Inherent Risks.** I acknowledge that the fitness centers and its equipment entail known and unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by use of the fitness centers beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my use of fitness center and its equipment. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of fitness type activities.

The fitness centers' equipment includes, but is not limited to (1) free weights and weight training machines, (2) cardio machines such as stationary bicycles, rowing machines, treadmills, elliptical machines, stair stepping machines, etc. (3) benches and squat racks, and, (4) various fitness items such as medicine balls, step blocks, stretching bands, floor mats, balance training balls, etc. This fitness equipment is intended to challenge and engage the physical, mental and emotional resources of the participant. Overexertion, improper technique, ignoring safety precautions, lack of fitness room staff supervision, slips and falls, unfamiliarity with the equipment, equipment failures and defects, failure in supervision/instruction, failure to maintain the equipment, premises defects, and other risks inherent to the use of any piece of equipment exist.

I specifically acknowledge that there are inherent risks associated with the use of the SEARHC's fitness centers and equipment. **The risks of use include, but are not limited to,** (1) falls which can result in serious injury or death; (2) dropping weights or other equipment or being in the area of weights or equipment as they may be dropped or misused; (3) improper use or failure of equipment; (4) strains and sprains; (5) aches and pains; and (6) those risks caused by the fitness centers' facilities, fitness centers' temperature, and actions of other people including, but not limited to other fitness centers' users. I understand that participation specifically involves the inherent risks of death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks and injury to bones, joints, or muscles. **I represent that I am voluntarily using the SEARHC Fitness Centers' facilities and equipment with full knowledge of all potential dangers involved therein.** I further understand that the fitness centers are unstaffed; SEARHC will not be monitoring my use, or anyone's use, of the fitness centers; and that I am assuming full responsibility for myself and all of the activities in which I choose to engage during my use of the fitness centers.

I understand and expressly acknowledge that I have responsibilities, including the responsibility for my own safety, when I am in the fitness centers and when I am using the equipment in the fitness centers. The fitness centers might contain hidden hazards or be poorly maintained. The equipment in the fitness centers might malfunction or be poorly maintained (or not maintained at all). Upon entering the fitness centers, I acknowledge that I have the responsibility to inspect the fitness centers and its equipment prior to use and if I find a condition that I believe to be unsafe, I will immediately leave the premises and report the condition to SEARHC.

I AM ULTIMATELY RESPONSIBLE for my own safety during my use of SEARHC's Fitness Centers and its equipment.

2. **Express Assumption of Risk.** I expressly agree and promise to accept and assume all the risks existing in the premises, facilities, and equipment associated in any way with SEARHC's fitness centers. My use of these facilities and equipment is purely voluntary and despite the risks.
3. **Release and Waiver of Rights Including for Claims of Negligence.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SEARHC from any and all claims, demands, or causes of action, which are in any way connected with my participation and my use of the fitness centers and its equipment, including any such claims which allege negligent acts or omissions of SEARHC. **This means I cannot sue or prevail in a lawsuit if I encounter the inherent risks (known or unknown) of SEARHC's fitness centers and its equipment and I cannot sue or prevail if SEARHC is negligent.**
4. **Indemnity.** Should SEARHC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, I agree to pay for...) for all such fees and costs.
5. **Personal Skill & Insurance.** I certify that I have sufficient skill and fitness to use the fitness centers and its equipment. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to use the fitness centers and its equipment, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while using the fitness center and its equipment, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.
6. **First Aid, CPR, Emergency Transport and Medical Care.** I further agree that, in the event that the SEARHC deems it necessary to administer emergency first aid or CPR, or to seek emergency medical care, I give SEARHC permission to: (a) administer emergency first aid or CPR, (b) secure emergency transport and medical care, and (c) disclose relevant medical information it may have about me to any healthcare provider which may become involved in my care, treatment, or removal from the location of an activity. **By signing this document, I am waiving any right to object to or bring any type of action or claim against SEARHC for its administration of emergency first aid or CPR, for securing emergency transport, securing emergency medical care, and for the disclosure of relevant personal medical information it may have about me to any health-related provider who becomes involved in my care.**
7. **Release as Contract and Personal Capacity.** I expressly agree and acknowledge that the terms and conditions of this "Release of Liability and Waiver of Claims Agreement" are contractual in nature and that I am signing it of my own free will. I agree and expressly acknowledge that there are no other impediments or reasons why I would lack the capacity to enter into this contract with SEARHC.
8. **Miscellaneous**
 - a. **Venue and Choice of Law.** If I file a lawsuit against SEARHC under this contract, I agree to do so solely in the State of Alaska and in the First Judicial District in Juneau, Alaska. I further agree that the substantive law of Alaska shall apply in any action and I irrevocably waive any other jurisdiction or venue to which I, my heirs, or my estate might otherwise have been entitled.
 - b. **Severability.** I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy or electronic version of this Release and Waiver can be used as if it were the original.
 - c. **Entire Agreement.** I understand that this document constitutes the entire agreement between myself and SEARHC and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, **I am waiving any claims I might have for breach of**

contract or warranty for statements or representations made outside of this Release and Waiver.

- d. **No Waiver of Sovereign Immunity / Federal Tort Claims Act.** No provision in this Agreement shall be construed as a waiver of SEARHC's tribal sovereign immunity or that of its employees, officers, directors, or any of its constituent Tribes. Nothing in this Agreement will be interpreted to limit or in any way prejudice SEARHC's ability to benefit from the full protection and coverage of the Federal Tort Claims Act, § 314 of Public Law 101-512.

By signing this document, I acknowledge that if anyone is injured or dies or property is damaged or destroyed during my participation use of the fitness centers, I may be found by a court of law to have waived my right to maintain a lawsuit against SEARHC.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (Pages 1-3).
I UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.**

Participant Signature: _____ **Print Name:** _____ **Date:** _____

Address: _____ **City:** _____ **State:** _____

Date of Birth: _____ **Phone Number:** _____

Emergency Contact Name and Relationship: _____

Emergency Contact Phone Number: _____