



RELEASE OF LIABILITY

In consideration of my use of the exercise equipment and facilities provided by the City of Roswell, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the City of Roswell and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the City of Roswell.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the City of Roswell, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the City of Roswell harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I agree to be solely responsible for safety and well-being of myself. I understand that the City of Roswell does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by the City of Roswell regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

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

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I acknowledge that I have received a copy and have read and understand the posted Waller Park Fitness Center Rules and Regulations.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Signature: _____

Date: _____

Printed Name: _____

Witness: _____



RULES AND REGULATIONS

1. All participants must sign a medical and injury release form prior to using the fitness room. All participants must be actively employed by City of Roswell with security identification.
2. During fitness room use participants will refrain from engaging in loud, foul, or slanderous language, or molesting, badgering, or harassing other participants or Waller Park Staff. Threatening or violent conduct is prohibited.
3. Each participant understands and agrees that Waller Park or City of Roswell is not liable for any personal property that is lost, damaged or stolen while on the premises, including but not limited to, any vehicle or its contents.
4. Participants may not bring illegal drugs or alcoholic beverages onto Waller Park premises.
5. Participants will abide by all Waller Park fitness rules and regulations.
6. Participants may be held liable to Waller Park fitness room for any damage caused by them.
7. Waller Park fitness room supervisor may suspend or terminate participant's right to use fitness room if participants violate this agreement or engage in other misconduct in or about the fitness room premises.
8. Participants shall not bring any food into the gym area at any time. Beverages consumed during a workout must be in a container with a lid.
9. Participant is responsible for knowing his/her physical limitations.
10. Participant will use equipment properly and follow and directions. Please return all equipment to its place and wipe down machines after use.
11. Proper fitness attire is required. No boots, street shoes, sandals or bare feet.
12. Report any damaged equipment to management immediately. DO NOT USE.
13. During peak hours (or while others are waiting) limit your time on the machines to 20-30 minutes.
14. No pets permitted in fitness center. Service dogs are welcome.
15. Make sure the door is closed at all time while you are there during non-business hours and when you leave.
16. Employees are only to access the fitness room while at Waller Park. Employees agree to not enter into the gymnasium or other areas of the Waller Park Building.

Signature

Date