

# City Employee Fitness Center – Unattended Fitness Center Waiver and Release of Liability

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In consideration of my use of the exercise equipment and facilities provided by the City of Corpus Christi City Employee Fitness Center, 1201 Leopard St. 6<sup>th</sup> Floor. I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the City of Corpus Christi 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 Corpus Christi. 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 Corpus Christi, 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 Corpus Christi 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, my guest or anyone that I allow to access the facilities.

I understand that the City of Corpus Christi does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with any and all rules imposed by the City Employee Fitness Center 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 and I use the facilities and equipment at my own risk.

I understand and agree that the City of Corpus Christi 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 regardless of whether I am using the facilities or equipment during common work hours.

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

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Employee Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Number on Back of Badge (1<sup>st</sup> Series Only)

\_\_\_\_\_  
Employee Phone#

\_\_\_\_\_  
Email

***It is highly recommended that you consult your physician before beginning any new exercise program.***