

Bee-Fit Wellness Program, Equipment and St. Louis City Fitness Facilities

RELEASE AND WAIVER OF LIABILITY

In consideration of my voluntary participation in the Bee-Fit Program and use of the exercise equipment and facilities provided by the City of St. Louis, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the City and its insurers, employees, officers, directors, and Bee-Fit representatives, shall not be liable for any damages arising from personal injuries (including death) sustained by me in, on, or about the premises, or as a result of the use of the exercise equipment or fitness facilities, **REGARDLESS OF WHETHER SUCH INJURIES RESULT, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OF THE CITY AND ITS AGENTS.**

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, ITS INSURERS, EMPLOYEES, OFFICERS, DIRECTORS, AND BEE-FIT REPRESENTATIVES, 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 FITNESS ACTIVITIES, EQUIPMENT AND FACILITIES.

I expressly agree to indemnify and hold the City 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 my own safety and well being. I understand that the City does not provide supervision, instruction, or assistance for the use of the fitness facilities and equipment.

I agree to comply with all rules imposed by the City regarding the use of the fitness facilities and equipment, as well as I agree to be responsible for cleaning the fitness equipment and facilities after my own use.

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 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 fitness facilities and equipment is only to be undertaken on my own approved Bee-Fit leave time or my own personal time, and that my use of the fitness facilities and equipment is not within the course or scope of my employment.

IN SIGNING AND ACKNOWLEDGING THIS RELEASE AND WAIVER OF LIABILITY, I STATE THAT I HAVE READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY, UNDERSTAND IT AND SIGN IT VOLUNTARILY.

Employee Signature

Date

Print Name

Phone Number

Emergency Contact

Phone Number