

NAME \_\_\_\_\_  
WORK TELEPHONE NO. \_\_\_\_\_  
IN CASE OF EMERGENCY, PLEASE NOTIFY: \_\_\_\_\_  
TELEPHONE NO. FOR EMERGENCY CONTACT: \_\_\_\_\_

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### RELEASE AND WAIVER OF LIABILITY

**READ CAREFULLY: THIS IS AN IMPORTANT LEGAL DOCUMENT WITH LEGAL CONSEQUENCES.**

I wish to use the Wellness Center facility, including its exercise equipment and apparatus, fitness classes and training programs, if any, and locker room and shower facilities (collectively referred herein as "the facility").

In consideration of permission to use the facility, **I acknowledge and affirm** the following:

1. Depending on the condition of my overall health, physical exercise, including the use of exercise equipment and apparatus and the participation in exercise programs and classes, may have inherent dangers and may be hazardous. I fully realize, understand and appreciate the risks to my person associated with the use of the facility. Said risks include, but are not limited to: broken bones, strains, sprains, bruises, concussion, heart-related illnesses' (abnormal heart events; abnormal blood pressure; heart attack), stroke, shortness of breath, faintness, nausea, dizziness and death.

Even though I understand that the use of the facility has inherent dangers, and may cause death, serious injury, and damage to my person and/or property. I fully assume all of the risks associated with the use of the facility, including, but not limited to, negligence in design, maintenance, supervision, instruction or warning, inadequate safety equipment, the negligence of other users of the facility, misuse of the facility or its equipment by myself or others, surface hazards (including slips, trips and falls), collision with fixed or moving objects, and known and unknown physical weaknesses, frailties, diseases, and/or conditions which may cause or contribute to death, injuries, and damages to my person or property.

Although I understand that a physician's exam is not a requirement for the use of the facility or equipment, I do understand that it is **highly recommended** that I consult with a physician **before** use of the facility.

2. I acknowledge that my employment is not conditioned on my use of the facility or on my participation in any classes, activities or events associated with the facility. I acknowledge that the facility is not a part of my workplace and understand and acknowledge that my participation is voluntary, for my own personal benefit, **not** job-related, and **not** within the course and scope of my employment with the City and County of Denver.

I further acknowledge that my participation does not arise from or satisfy any express or implied duties of employment with the City and County of Denver. While the City and County of Denver provides the facility for my benefit, I acknowledge and affirm that I am **not** an employee of the City and County of Denver within the meaning of the Colorado Workers' Compensation Act during my use of the facility and its related classes, activities and events.

I acknowledge that no separate employee/employer or master/servant relationship is created between myself and the City and County of Denver as a result of the use of the facility and that I will receive no compensation or work-related benefit of any kind for my use of the facility and/or for participation in facility activities and events.

**If I am injured through the use of the facility or any of its activities or events, I understand that I will not be entitled to recover workers' compensation benefits for such injury.** I further understand and acknowledge that I risk aggravating and re-injuring any preexisting injury, physical condition or ailment which I may have, and whether said underlying injury, physical condition or ailment is work-related or not, any aggravation thereof resulting from use of the facility **shall not entitle me to workers' compensation benefits.**

3. I acknowledge that I have no physical or medical condition, which, to my knowledge, would endanger others or myself in connection with my use of the facility. I acknowledge that it is my full and sole responsibility to be familiar with the facilities' equipment, and my full and sole responsibility to know the limits of my physical abilities as they relate to the use of the facility and its equipment, activities and events. I understand that the facility will not be monitored or supervised on a scheduled basis, and will not be staffed by persons with medical training.

I understand that all exercise classes, instructors, fitness assessments, and individualized training programs at the facility will be paid for by me. The City and County of Denver assumes **no** liability for classes or similar services provided by anyone including but not limited to the City and County of Denver, its employees, independent contractors and/or volunteers.

I acknowledge that the facility is provided as a courtesy to City and County of Denver employees. I will not provide access to the center to any non-registered person, whether a City and County of Denver employee or not, nor will I provide access to family members or friends. I understand that my access to the facility may be restricted or terminated at any time by the center administrator.

I understand that I must sign in daily and must wear the ID that is issued to me and make it visible when I am using the facility.

4. In consideration of my use of the facility, and for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, I do hereby waive, release, discharge, hold harmless, promise to indemnify and agree not to sue the City and County of Denver; Civic Center Office Building, Inc.; Zions First National Banks, Denver, Colorado, as assignee and mortgagee under the

Mortgage and Indenture of Trust dated as of July 15, 2003, between Civic Center Office Building, Inc. and Zions First National Banks, Denver, Colorado; and Wilson Thorn Properties, L.L.C., their personal representatives and administrators, servants, agents, employees, successors and assigns, for any and all claims I have or which may hereafter accrue to me for death, injury, and/or damage to my person or property, including, but not limited to, claims for negligence, negligent design, negligent construction, negligent maintenance, negligent failure to supervise, breach of contract and/or breach of warranty on account of or arising in any way from my use of the facility. I specifically waive any and all claims for death, injury, and/or damage to my person and/or property that may result from the negligence and carelessness of fellow employees, city officers and employees, and visitors using the facility.

I agree for myself and my successors that the above representations, acknowledgements and releases are contractually binding, and that should I, or my successors assert a claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties, in defending any such claim.

This release and waiver of liability may not be modified orally. Any modification must be in writing and signed by all parties or their duly authorized representatives. Any failure to enforce at any time or for any period any one or more of the provisions hereof shall not be construed as a modification or waiver of any such provision or of the right at any time subsequently to enforce all terms and conditions of any such provision.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, such finding shall not affect the other terms and provisions, which shall remain binding and enforceable.

I have read the foregoing release and waiver of liability. I understand its content, and agree to its terms, conditions, and limitations on my rights, and request that I be allowed to use the facility according to the terms of this release and waiver of liability.

By my signature below, I agree to each and every term of the release and waiver of liability.

Signature \_\_\_\_\_ Date \_\_\_\_\_

