

**EMPLOYEE USE OF FITNESS EQUIPMENT
AGREEMENT FOR USE, WAIVER, AND RELEASE OF LIABILITY**

This agreement for Use, Waiver, and Release of Liability relates to my use of certain fitness and exercises equipment (“Fitness Equipment”) maintained by St. Bernardine Medical Center (“SBMC”) and located in the Outpatient Rehabilitation Center. By signing below, I hereby on behalf of myself, my executors, administrators, and assigns, waive, release and discharge SBMC, its employees, agents, officers and affiliates, from any and all claims for personal injury or property damage arising out of my voluntary use of the Fitness Equipment. I represent and warrant that I am physically fit and that I am not aware of any physical condition that would make my use of the Fitness Equipment a threat to my health or safety.

Further, by signing below, I agree that...

1. My use of the Fitness Equipment at SBMC is strictly voluntary for off-duty recreation and athletic activities.
2. My use of the Fitness Equipment at SBMC is not in any way part of my work-related duties or in any way expected or expressly implied as a condition of my employment at SBMC.
3. Access to, or use of, the Fitness Equipment, is not a part of the consideration or compensation for my employment at SBMC.
4. Access to the Outpatient Rehabilitation Center for the use of the Fitness Equipment will be limited to the hours of 6:00 a.m. (0600) to 9:00 p.m. (2100).
5. I will not use or tamper with any equipment that is not designated for employee use.
6. I am using the Fitness Equipment at my own risk.
7. I am responsible for cleaning the Fitness Equipment after each individual use, in accordance with the guidelines posted.
8. I am 18 years of age or older and I know that I cannot bring anyone else with me to the gym that is not a SBMC employee. **Use of the equipment is for SBMC employees only. If I am on a leave of absence or end my employment with SBMC I may not use the equipment.**
9. My failure to abide by any of the above conditions for the use of the Fitness Equipment may be cause for disciplinary action against me, including, but not limited to revoking of the use of the Fitness Equipment.

Signature: _____ **Date:** _____

Employee Name (Print)

Employee ID **Employee Mobile Number** **Employee Email Address**

Emergency Contact Name and Number