

Wellness Center General Rules/Waiver and Release Form

Oakland Community Health Network's (OCHN) Wellness Center is an excellent facility provided for the health and wellness benefit of staff and individuals served by OCHN. No persons under the age of 18 may use the equipment. We ask that all participants using the center follow the guidelines and procedures below for the safety of participants, to maintain the equipment and to assure cleanliness of the facility.

A. General Rules for Wellness Center Use

Participants are asked to adhere to the following guidelines:

- Participants must report injuries to the facilities team and complete an incident report. A call should be placed to 911 emergency service if needed.
- Please show respect for the equipment, facility, and toward others using the center.
- Do not move or rearrange the equipment and/or exercise machines, unless otherwise permitted.
- No horseplay or loud offensive language will be tolerated.
- Use a spotter when lifting heavy weights and please do not drop or throw the weights.
- Keep hands and loose clothes away from weight stacks, cables, and pulleys.
- To assure that all participants are able to use the machines, please limit use of cardio machines to 30 minutes when others are waiting.
- Proper attire is required at all times: Shirts and athletic shoes must be worn. No sandals, open-toe shoes, or bare feet.
- Plastic water bottles are allowed. All other drinks, food and glass containers are not allowed.
- The use of photographic equipment to take pictures of any person in the wellness center is prohibited without consent.
- Please wipe off equipment after use with the sanitizer(s) that is provided.
- Pick up trash, towels, and personal belongings before leaving. Try to leave the center in better condition than when you arrived.
- Consult your physician prior to undertaking exercise in the center.

B. Waiver and Release (Must be completed and on file prior to using the Wellness Center)

I, the undersigned, have read and understand the General Rules for Wellness Center Use, and request to use the Wellness Center and/or participate in any fitness/wellness activity occurring therein. (Hereinafter the Wellness Center and all activities occurring therein shall be referenced as the "Facility"). I acknowledge that participation in this Facility is strictly voluntary and has not been requested or required by OCHN.

I acknowledge that my participation in this Facility may expose me to certain foreseeable and unforeseeable risks caused by my own actions or inactions, including improper use of equipment, and the actions or inactions of other participants or persons in the Facility. These risks could result in physical and economic losses, including property damage, personal and/or bodily injury, or death.

I acknowledge it is recommended that I seek approval from my physician before implementing an exercise regimen, as there may be significant health risks associated with exercising. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any Facility activity, and I will terminate my participation if I believe conditions have become unsafe. I acknowledge that I have either had a physical examination and have been given a physician's permission to participate in these activities, or I have decided to participate in these activities without the approval of my physician.

I understand that in the event of accident or injury, personal judgment may be required by OCHN employees, agents, officials, officers, agents, or volunteers regarding what actions should be taken on my behalf. Nevertheless, I acknowledge that OCHN and/or OCHN staff do not legally owe me a duty to take any action on my behalf. I also understand that it is my responsibility to secure personal health insurance in advance, if desired.

I acknowledge a full understanding of the inherent dangers and risks associated with the use of the Facility. Knowing, understanding, and fully appreciating all possible risks, I, the undersigned, do hereby expressly, voluntarily, and willingly assume all risk of danger associated with participation in the Facility.

In consideration for being permitted to use the Facility, I, the undersigned, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby agree to release and forever discharge OCHN and its officers, departments, officials, agents, volunteers, appointees, and/or employees (“Releasees”) from any and all claims, lawsuits, demands, damages, rights of action or causes of action, present or future, including legal costs and attorney fees, resulting from my use, occupancy, and/or participation in the Facility. I agree that I am responsible for any resulting personal injury, damage to or loss of my property which may occur as a result of my participation or arising out of my participation in the Facility. Further, I agree to indemnify and hold harmless Releasees from any and all claims, demands, damages, rights of action or causes of actions, present or future, arising out of my use, occupancy, and/or participation in the Facility, including any injuries arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I further state that I am at least eighteen (18) years of age and fully competent to sign this document; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS CONSENT AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I AM SIGNING THIS DOCUMENT FREELY AND VOLUNTARILY, AND UNDERSTAND THAT BY SIGNING, I AM ASSUMING ALL RISK OF PARTICIPATING IN THE FACILITY AND AM GIVING UP LEGAL RIGHTS IN EXCHANGE FOR BEING PERMITTED TO PARTICIPATE IN THE FACILITY.

Printed Participant’s Name (First and Last)

Signature of Participant or Guardian

Date

In case of emergency, contact: _____

Phone: _____

Witness Signature

Date