Oakland Community Health Network

Developmental Disabilities • Mental Health • Substance Recovery

Wellness Center General Rules/Waiver and Release Form

Oakland Community Health Network's (OCHN) Wellness Center is a wellness and fitness facility provided for the health and wellness benefit of staff and individuals served by OCHN. All participants using the center must follow the guidelines and procedures below for the safety of participants, to maintain the equipment and to assure cleanliness of the facility. **No persons under the age of eighteen (18) may use the equipment in the Wellness Center. The hours of operation are Monday through Friday from 7:00 am – 6:00 pm (Eastern Standard Time).**

A. General Rules for Wellness Center Use

Participants must adhere to the following guidelines when using the Wellness Center (guidelines are subject to change without advance notice):

- 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;
- Participants must abide by and adhere to OCHN's then-current COVID-19 Guidelines and requirements, which may include the use of a mask while occupying the facility.

WAIVER OF LIBAILITY AND ASSUMPTION OF RISK

Please read this waiver of liability and assumption of risk agreement carefully. The Oakland Community Health Network ("OCHN") requires everyone who takes part in an OCHN Wellness Center class, activity, or who uses or enters OCHN's facilities, programs or events to accept this agreement and OCHN would not offer such facility, program or event without you accepting this agreement.

This agreement applies to activities or facilities offered or operated in the OCHN Wellness Center. For purposes of this agreement, "activities" includes any class, activity, event, programming, gathering or fitness opportunity offered by OCHN or at any facility, including any fitness activity, whether guided or unguided, and any use of fitness equipment or fixtures. Hereinafter, the Wellness Center and all activities occurring therein shall be referenced as the "Facility".

In consideration for being allowed to use or access the Facility I ("I" or "Participant") acknowledge that I understand and agree to the following:

1. **Voluntary**. I acknowledge that participation and use of the Facility is strictly voluntary and has not been requested or required by OCHN.
2. **Inherent Risks.** 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. Risks of participating in the Facility includes but is not limited to the following: falls and abrupt and possibly harmful contact with persons, structures, fixtures, and equipment; failure of the Facilities, fixtures, or equipment; injury due to lack of training and conditioning or overexertion; risk from other patrons due to those patrons' ordinary negligence; and general body harm such as heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, joint, back and foot injuries, contracting bacteria and viruses, and other injuries and illnesses, permanent disability, paralysis, and even death and property damage. These and other risks are inherent in the activities of the Facility. These risks could result in physical and economic losses, including property damage, personal and/or bodily injury, or death.
3. **Assumption of Risk.** 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.
4. **Current Health.** I acknowledge it is recommended that I seek approval from my physician before implementing an exercise regimen or engaging in any physical activity, 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 and agree 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.
5. **Participant Responsibility.** I understand that I share the responsibility for managing the risks associated with using the Facility, including refraining from participation in any activity which I have reason to know I cannot safely perform. I agree to abide by all the applicable policies, rules, and regulations at all times, and understands that failing to do so may jeopardize your safety and the safety of others. You attest that you have consulted a licensed healthcare provider and has received clearance to safely engage in any activity in the Facility.
6. **Medical Care.** 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 further understand the Facility does not have medical personnel or treatment available to participants. I further understand that if OCHN secures emergency medical treatment in the event of a medical emergency for me, I agree to be responsible for all costs associated with that medical treatment.
7. **Release and Indemnity.** 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 and use of 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.

8. **Coronavirus & COVID-19 Assumption of Risk and Indemnity**.

   Consistent with CDC guidelines, participants are encouraged to practice hand hygiene, "social distancing" and wear face coverings to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, OCHN has put in place preventative measures to reduce the spread of COVID-19; however, OCHN cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. In addition I acknowledge the contagious nature of viruses, bacteria, contagions, and pathogens including but not limited to COVID-19 and all coronaviruses, and I voluntarily assume the risk that I may be exposed to or infected by attending, using or accessing the Facility or any area within OCHN, or interacting with Releasees, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 or other viruses, bacteria, pathogens, contagions, or other contaminants at OCHN or Facility may result from the actions, omissions, or negligence of a Releasee(s). I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, infection, illness and/or disease to myself, including, but not limited to, personal injury, disability, illness, sickness, disease, death, damage, loss, claim, liability, or expense, of any kind (individually and collectively the "Claims"), that I may experience or incur in connection with my participation in Facility. I hereby release, covenant not to sue, discharge, and hold harmless each and all Releasees from the Claims, whether an infection from a virus, bacteria, contagion, and pathogen including Covid-19 and all coronaviruses occurs before, during, or after participation in the Facility or the OCHN building including any event.

9. **Coronavirus Attestation**. I agree that if I fall within any of the categories below, that I will not use the Facility and/or engage in other face-to-face activities. By attending the Facility, I certify that I do not fall into any of the following categories:

   - Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
   - Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
   - Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

   Participants agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact the Manager of Facilities at duiguidm@oaklandchn.org if they experience symptoms of COVID-19 within fourteen (14) days after using OCHN's Wellness Center.

10. **Successors and Assigns.** This waiver and agreement shall be binding on the parties' estates, successors, heirs, and assigns.

11. **Waiver**. No failure or delay of either party in exercising any right, power, or privilege provided by this agreement shall operate as a waiver. A party's right, power, or privilege provided by this agreement may only be waived in a writing signed by the party.

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

Emergency Contact

Name: _____ Phone:_____

_____ _____
Witness Signature Date