



**WAIVER OF LIABILITY
USE OF FITNESS EQUIPMENT
CITY OF HIGHLAND PARK**

I, the undersigned, desire to use the exercise room owned by the City of Highland Park, an Illinois municipal corporation. I represent that I have received training in the use of the equipment and fully understand the health risks and other risks involved in using the equipment. I acknowledge I have no known health condition that would prevent me from using the fitness equipment and/or have a physician's authorization to use such equipment. I fully understand that I am only authorized to use the exercise equipment during non-work/off-duty time. I further agree to use the exercise room and facilities during non-work/off-duty time and assume all risks and liability associated with the use of the exercise room. I understand that the cost to replace an access card is \$10 for first replacement, \$20 for second replacement, and \$40 for each additional replacement.

I understand and represent that the use of the exercise room equipment during non-work/off-duty time is a voluntary decision on my part; the use of the exercise room equipment is not required during non-work/off-duty time, in any way, as a condition of my current or continued employment with the City of Highland Park. I specifically understand the use of the exercise equipment during non-work/off-duty time is unrelated to the course and scope of my employment with the City of Highland Park. I understand and agree that any injury sustained by me because of the use of the exercise room equipment during non-work/off-duty time is at my own risk and is an injury that does not arise out of the course and scope of my employment with the City of Highland Park.

In consideration for the right to use the exercise room and exercise equipment during non-work/off-duty time, I release and discharge the City of Highland Park, and the officials and employees of the foregoing from any and all liability whatsoever, including death, pertaining to my use of the exercise room and exercise equipment during non-work/off-duty time. In further consideration of the right to use the exercise room and exercise equipment during non-work/off-duty time, I agree to protect, defend, indemnify, and hold harmless the City of Highland Park, all of its departments, officials, and employees from and against all suits, actions, claims, losses, liability, or damage of any kind, and from and against costs and expenses, including reasonable attorney's fees, on account of injury to my person, or any other person, arising from any act on my part in using the exercise room or exercise equipment during non-work/off-duty time.

Printed Name

Date

Signature

Printed Name – Witness

Date

Signature – Witness