



NC DHHS LIABILITY WAIVER FOR EMPLOYEES PARTICIPATING IN FITNESS ACTIVITIES THROUGH WORK

Acknowledgement and Release of Liability

I request authorization to participate in fitness activities through work. I acknowledge that my participation is expressly conditioned on my agreement to each of the terms in this document. I acknowledge and agree as follows:

1. Physical exercise, sport, wellness, and recreational activities may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My participation is a voluntary activity in all respects and I assume all risks of injury and illness that may result from participation in any sponsored group activities or individual activities such as walking, running, using weights, and working out on treadmills, ellipticals, etc...
2. As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss which I may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with wellness activities. I acknowledge that my participation in these activities is voluntary.
3. I hereby fully release and discharge that State of North Carolina, Department of Health and Human Services (NC DHHS) and their agents, employees and the sponsors, and those whose facilities are being used for this program (collectively, the "Released Parties") from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me based on my participation in workplace wellness activities. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' negligence. I covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.
4. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by me arising out of, connected with, or in any way associated with my participation in worksite wellness activities.
5. In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.
6. I understand that it is my responsibility to consult a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly participate in fitness activities through work; that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in; and that I will carefully read the operating instructions available to me for any worksite exercise equipment prior to use and will operate such equipment in strict accordance with instructions.
7. I attest that I am a current or retired State government employee, or that I am employed as a temporary employee through Temporary Solutions. I understand that if I separate from State government employment or separate from Temporary Solutions, other than through retirement, I will no longer be eligible to participate in NC DHHS wellness activities through work.

I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Release Parties. I am 18 years old or older. I understand that my signed waiver will be retained in my employee personnel file. This document is binding upon me and my heirs, children, wards, personal representatives and anyone entitled to act on my behalf.

Signed: _____ Printed Name: _____

Department/Division/Facility: _____ Date: _____