

**Spartanburg County**  
**Employee Fitness Centers and Employee Fitness Classes Participation**  
**Assumption of Risk and Release of Liability**

In consideration of acceptance of entry and use of the Employee Fitness Centers (hereinafter the "Facilities"), the undersigned agrees to the following:

I understand and represent that: (a) my use of the Facilities is voluntary and is in no way a condition of my contract with Spartanburg County. (b) I will use the Facilities only when off duty and use of the Facilities is in no way related to my duties as an employee of Spartanburg County; and (c) my use of the Facilities involves a risk of injury and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS INCLUDING THE RISK OF BODILY INJURY AND WILL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES THAT MY ARISE FROM MY USE OF THE FACILITIES.

I represent that: (a) I am physically able to use the Facilities; (b) I am not currently receiving treatment for any condition that restricts physical activity or could otherwise affect my ability to use the Facilities; and (c) I have not been advised by a physician or any other health care professional to limit my physical activity in such a way to make use of the Facilities inappropriate or dangerous to my health.

**I, herby release discharge and agree to defend and indemnify Spartanburg County, its affiliates, administrators, directors, agents, officers, volunteers, employees, from and against all claims, demand, causes of action, losses, cost, expenses, liabilities or damages whatsoever relation to any loss, injury, disability, death or other harm, to person and or property arising from my use of the Facilities.**

I understand that family members and friends are not to be provided access to the Facilities.

I understand that I am expected to use the equipment in the Facilities in accordance with its instructions; that I am to abide by the posted rules of the Facilities and that any use inconsistent therewith may result in the revocation of my access to the Facilities and responsibility for any damage I cause.

In consideration for participation in the employee wellness program Dance Fitness/Yoga class, Circuit Training, Cardio Class, Walking Wednesdays, Stretching Class, and/or Clinic Walking Program class (hereinafter the "Classes"), the undersigned agrees to the following:

1. I FULLY UNDERSTAND that: (a) participating in the Classes involves physical activity and its attending risks, including without limitation bodily injury; and (b) I FULLY ACCEPT AND ASSUME ALL SUCH RISKS, INCLUDING BODILY INJURY, AND ALL RESPONSIBILITY FOR ANY LOSSES, COST, EXPENSES, LIABILITIES AND DAMAGES, incurred as a result of or in connection with my participation in these Classes
2. I HEREBY REPRESENT that; (a) I am physically able to participate in the Classes; (b) I am not currently receiving treatment for any condition which restricts physical activity or could otherwise affect my ability to participate in the Classes; and (c) I have not been advised by any medical professional to limit physical activity or to not participate in such Classes.
3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS SPARTANBURG COUNTY, its affiliates, parent corporations, subsidiaries, administrators, director, agents, officer, volunteers, employees, and instructors and/or participants in the Classes and all owners, operator, lessors and service providers of or for the premises in or on which any Classes take place (each, a "Releasee") of, from and against any and all claims, action, demands, losses, costs, expenses, liabilities or damages resulting or arising from, or incurred in connection with, the Classes (each a "Claim"), including without limitation any Claim cause, resulting or arising from, or alleged to be caused, resulting or arising from, in whole or in part, the negligence of any Releasee.
4. I acknowledge that the Classes are provided as part of the Spartanburg County employee wellness program and participation is limited to employees of Spartanburg County who have executed the "Spartanburg County Employee Fitness Centers and Employee Fitness Classes Participation Assumption of Risk and Release of Liability" agreement. I represent that I am currently employed by Spartanburg

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County. I acknowledge and agree that family members, friends, and other non-Spartanburg County employee shall not be allowed to participate in the Classes.

5. As a participant in the Classes, I agree to abide by all applicable Spartanburg County policies, procedures, rules and regulations. Failure to abide by any Spartanburg County policies, procedures, rules or regulations my result in my expulsion from the Classes.
6. I also understand and agree I shall not participate in the Classes while “on the clock” or “clocked in” during regular working hours as an employee of Spartanburg County. I further acknowledge and agree that participation in the Classes falls outside of the scope and course of my employment and accordingly is in no way related to my regular job duties.
7. I acknowledge and agree my participation in the Classes is completely voluntarily and that Spartanburg County does not require that I participate in these Classes, nor does Spartanburg County derive any substantial or direct benefit from my participation in the Classes. My participation in these classes is for my own personal benefit.
8. This agreement shall be governed by the laws of South Carolina.

Read, understood, and acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Name: (Please Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Department: \_\_\_\_\_ Extension: \_\_\_\_\_