

STATE CENTER COMMUNITY COLLEGE DISTRICT
WAIVER OF LIABILITY AGREEMENT

(Name of College/Center)

(Fitness Room #)

In consideration of the right to use, today and on all future dates, Fitness Room _____ (hereinafter "Fitness Room") at the _____ College/Center (hereinafter "College/Center") for my own personal activities, I, for myself, my heirs, personal representatives and assigns hereby waive, release, and hold harmless State Center Community College District and its current and former trustees and employees from any and all negligent act or omission, injury, accident, illness, property loss, claim, or lawsuit arising relating to or out of my use of the Fitness Room.

Physical activity by its very nature carries with it certain inherent risks regardless of the care taken to avoid injuries. The Fitness Room has equipment for physical activities such as weight lifting, running, aerobic exercises, fitness classes and sporting activities. Some of these activities involve strenuous exertions of strength using various muscle groups, quick movement requiring speed and change of direction, and other movements that places stress on the human body and cardiovascular system. I understand and accept all of the risks that are inherent in participating in physical activities in the Fitness Room. I also understand and accept all of the risks that are inherent in being around other persons who may be participating in physical activities in the Fitness Room. I acknowledge and agree that there will not be any staff at the Fitness Room to supervise my activities or anyone else's activities. I further acknowledge and agree that there will not be any staff at the Fitness Room to prevent any injury or harm to myself, other persons, or my property. I voluntarily agree that I will use the Fitness Room at my own risk. I voluntarily agree to assume and accept all risks of negligence, injury, harm, illness, or property loss relating to or arising out of my use of the Fitness Room.

I further understand and acknowledge that before beginning any fitness program I should consult with a physician. I agree that I will use the equipment and facilities in the manner in which it is intended to be used. I understand that the District does not provide instruction on the manner in which to use the equipment or weights and that I should obtain instruction from a qualified personal trainer at my own cost.

I accept that any injury or harm arising out of the use of the Fitness Room will not be considered an injury or harm arising out of the course and scope of my employment with State Center Community College District and will not be covered by any Worker's Compensation liability insurance or self-insurance carried by the District. I will not use the Fitness Room during my duty hours. My use of the Fitness Room is voluntary, not required by my employer, and not related to my job duties.

Notice to Employee Concerning Off-Duty Recreational, Social, or Athletic Activity:

Your employer or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of the employee's work-related duties. (California Labor Code section 3600)

By signing below, I am acknowledging that I have read and fully understand the terms above, including any rights that I am giving up and voluntarily agree to be bound by the terms and conditions of this agreement to the greatest extent allowed by law:

Print Name: _____

Date: _____

Signature: _____

Original Signature Required. Submit form to the Vice President of Administrative Services.

March 2019