



# FITNESS CENTER & PROGRAM LIABILITY WAIVER

## Assumption of Risk, Waiver, and Release From Liability

In consideration of the use of the property, facilities, services, programs, activities and events provided by MANATEE COUNTY, including any travel related thereto, the undersigned agrees as follows:

1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by Manatee County Government (Fitness equipment, classes, Manatee YourChoice Programs) and related travel involves risk such as, but not limited to, the following which might result from the use of the equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care: RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.
2. **ASSUMPTION OF THE RISK.** The undersigned ASSUMES ALL RISKS WHICH ARE FORESEEABLE AND INVOLVED WITH OR ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACTS OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, including but not limited to, those RISK FACTORS described in Section 1 above.
3. **ACKNOWLEDGMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities and/or equipment, including the required use of medical alert necklaces when alone and no staff on duty, and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. Further, it is acknowledged that the facilities, equipment and participation in activities are limited to employees and members enrolled in the health plan, age 19 and older. Guests are not permitted.
4. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment and facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualification or training is necessary to properly use the equipment, facility, or participate in the activity itself, then they shall direct such questions to the Manatee YourChoice Fitness Coordinator or the Staff member on site.
5. **WAIVER AND RELEASE.** MANATEE COUNTY shall not be liable for any injuries or any damage to any member or be subject to any claim or demand for injury or damages, whatsoever, including without limitation, those damages from acts of passive or active negligence on the part of MANATEE COUNTY, its officers, employees, or agents. The undersigned does hereby expressly forever release and discharge MANATEE COUNTY from all such claims, demands, injuries, damages, actions or causes of action. The undersigned acknowledges that he/she has carefully read this paragraph and fully understands that this is a waiver and release of liability.
6. **INDEMNIFICATION AND REIMBURSEMENT.** Furthermore, The Undersigned hereby agrees to release, indemnify, defend, save and hold harmless MANATEE COUNTY, its agents, officials, employees, and assigns from any and all claims, liabilities, damages, losses, and expenses of every kind whatsoever, including costs and attorney's fees, arising out of or related to the activity.
7. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
8. **EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
9. **PHYSICAL.** The undersigned is encouraged to have a physical examination prior to any and all participation.
10. **ACKNOWLEDGMENTS.**
  - a. The undersigned acknowledges that the use of the Manatee County Government Fitness Center is not provided in the scope and course of any employment with MANATEE COUNTY.
  - b. The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily
  - c. Nothing herein shall be interpreted as a waiver by MANATEE COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes §768.28, or any other statutes or immunities. MANATEE COUNTY expressly reserves these rights to the full extent allowed by law.



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d. This Release and Waiver of Liability shall be governed by the laws of the State of Florida. Venue for any action to enforce the provisions of this Release and Waiver of Liability shall be filed in Manatee County, Florida, or if in Federal Court, the United States District Court for the Middle District of Florida, Tampa Division.

e. In the event of any litigation arising under the terms of this Release and Waiver of Liability, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.