



Release of Liability

In consideration of my use of the exercise equipment and facilities provided by the City of Manitowoc, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the City and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my spouse in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the City. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the City, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the City harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I understand, this exercise facility offered to me at no charge is only for use for me as a City employee and my spouse. I understand children are not allowed in this exercise facility. I agree to be solely responsible for safety and well-being of my spouse and myself. I understand that the City does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I understand it is my responsibility to consult with my personal physician prior to beginning any new exercise program.

I agree to comply with all rules imposed by the City regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the City is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Signature: _____ (Employee) Date: _____

Print Name: _____

Signature: _____ (Spouse) Date: _____

Print Name: _____