

Personnel  
4-21-14  
MANITOWOC

14-816

# City of Manitowoc Wellness Steering Team Exercise Facility

## Exercise Facility Rules

- Facility hours are Monday through Friday 5:00 a.m. to 9:00 p.m.
- Individuals must sign all necessary paperwork prior to use of the exercise facility.
- This exercise facility is for use by employees and their spouse. No children or guests are allowed.
- Individuals must sign in on the log every time they use the facility.
- For safety reasons, individuals must work out with a partner outside of the normal business hours of City Hall (Monday – Friday, 7:30 – 4:30). Individuals using the facility during normal business hours must check in with Heather Sohlden in the Mayor’s Office. No one is to use free weights by themselves.
- No outside shoes are allowed on the equipment.
- Equipment is only to be used for its intended purpose.
- Jump ropes are not permitted.
- Immediately report malfunctioning equipment to the Human Resources Office.
- Individuals must exercise normal care of all equipment.
- Individuals are expected to be courteous and respectful of others.
- Equipment should be sprayed and wiped down after use.
- Individuals must provide their own towels.

I acknowledge that the City of Manitowoc is providing me an opportunity to utilize said exercise facility as a benefit and at no cost to me. I understand I will be held accountable for inappropriate conduct on my part. Inappropriate conduct may result in loss of access to the exercise facility indefinitely at the discretion of the Wellness Steering Team and the Mayor. The use of this exercise facility is a benefit and not a right.

**I HAVE READ THE FOREGOING RULES AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**

Signature: \_\_\_\_\_ (Employee)                      Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



## 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.

