

Employee Activity Waiver – Exercise/Fitness/Wellness Programs ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

Employees who wish to participate in any exercise/fitness class or wellness program activities (i.e., massage therapy) sponsored by or conducted on the property of the Brant Community Healthcare System must agree that:

- 1. Participation in wellness activities such as massage therapy, yoga, fitness, etc. may cause injury. As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries, damages or loss which I may sustain as a result of participating in and all activities arising out of, connected with, or associated with the BCHS Wellness Program. I acknowledge that participation if any of these activities is voluntary. Participation in such activities is a voluntary activity in all respects and I assume all risks of injury and illness that may result from such use.
- 2. I am responsible for determining whether I am physically and medically able to participate in an activity. Before, during and after an activity, I am responsible for determining my health and physical status and whether I can or should discontinue my participation in the activity, or take other actions, to protect my health or safety. Brant Community Healthcare System assumes no responsibility to me to ensure my physical or medical ability to participate in these activities, whether before, during or after such activities.
- 3. I understand that some of the services, programs, and activities offered by the Wellness Program are sometimes conducted by individuals who may not be licensed, certified, or registered instructors or professionals. I accept the fact that the skills and competencies of some employees and/or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not fully licensed, certified, or registered.
- 4. I will conduct myself in a safe and reasonable manner. I will not participate in any activity while under the influence of medication, drugs or alcohol, or while suffering from any medical, health or other condition (including, but not limited to, illness or injury), that might in some manner potentially cause harm to injury to me, to another participant, or to the priority of the Brant Community Healthcare System.
- 5. I do hereby fully release and discharge the Brant Community Healthcare System and the Wellness Program, and their agents, employees, volunteers, and directors from any liability, claims and causes of action from injuries or illness, damages or loss which I may have or which may accrue to me on account of participation in all activities. This is a complete and irrevocable release and waiver of liability. I waive my right to file a lawsuit against Brant Community Healthcare System and the Wellness Program for any injury or loss resulting from wellness program activities. I also release and hold harmless Brant Community Healthcare System and the Wellness program activities, including both claims arising during the wellness program activity and after I complete the activity.
- 6. In the event that I am physically injured or otherwise require emergency care, I give permission to Brant Community Healthcare System or any of its agents under the Wellness Program to secure from any licensed hospital, physician, or medical personnel any treatment considered necessary for my immediate care. I agree to be responsible for payment of any and all medical services rendered.

By signing below, I declare that I have read, understood, and agree to the contents of this Assumption of Risk and Waiver and Release Form in its entirety. I hereby waive the right to receive a copy of this form.

Printed Name of Participant

Date

Signature of Participant