

CITY GYM RULES AND INDEMNIFICATION

1. The City Gym is open 24 hours a day/7 days a week to all full-time and permanent part-time employees and their dependents.
2. Dependents under 13 years of age are not permitted to use any equipment in the City Gym. Dependents 14 and 15 years old must be accompanied by the employee or employee's spouse. Dependents 16 years or older may use the City Gym without adult supervision.
3. All employees and dependents 16 years and older must have their OWN ID card.
4. Do not lean or place any bars or weight plates against the walls.
5. Ensure all dumbbells, weight plates, and other equipment are returned to their proper storage location after use.
6. Wipe down equipment you use with sanitary wipes when finished.
7. **Only** suitable gym shoes can be worn in the gym.
8. Be considerate of others in regards to content and volume when using TV and stereo.
9. If you are the only person utilizing the City Gym please ensure the stereo and TVs are off prior to leaving.

I, hereby acknowledge that I have read and understand the rules and regulations set forth above; that I will abide by such rules and regulations; and, acknowledge that the right to use said facility may be revoked if I do not comply with said rules and regulations.

Employee/Employee's Spouse/Dependent's Signature:

CITY GYM RULES AND INDEMNIFICATION

I/We, the undersigned, understand that I/we as a City of Findlay, Ohio employee(s), or as an immediate family member of a City of Findlay, Ohio employee, enjoy the right to use the City Gym free of any charge. I/We understand that we are under no duty to use the facility and my/our decision to use such facility is of our own volition. I/We understand that the use of the City Gym equipment may and can cause serious physical injury if not used correctly. I/We understand that the City Gym is not staffed and that I/we assume any and all risks associated with using the City Gym and the exercise equipment contained therein. I/We represent that I/we are medically fit and healthy and, that we are not aware of any medical conditions, or any order of a treating physician, which would prevent or prohibit me/us, or either one of us, from utilizing the fitness equipment at the City Gym for its intended purpose. I/We understand that I/we should consult a physician prior to commencing any training regimen.

I/We, the undersigned, being of legal age and of sound mind, on behalf of myself, my heirs, successors, assigns and personal representatives, do hereby release and forever discharge the City of Findlay, its officers, elected officials, employees, agents, representatives and assigns, from any and all liability whatsoever for any loss, damage, or expense, including attorney fees, for personal injury (including death) or property damage that I may suffer, incur or sustain, including but not limited to any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorney fees, which arise out of, occur during, or are in any way connected with the undersigned's voluntary use of the City Gym and the exercise equipment contained therein.

I/We, the undersigned, on behalf of myself, my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the City of Findlay, its officers, elected officials, employees, agents, representatives and assigns, from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I may incur or sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are in any way connected with the undersigned's voluntary use of the City Gym and the exercise equipment contained therein.

I certify that I have read this document, and I fully understand its content. I am aware that this is a Release of Liability and a contract and I hereby acknowledge that I am signing same of my own free will. The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

*******CAUTION: READ ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING*******

The undersigned has/have read the foregoing and fully understands it. This agreement is signed, sealed and delivered this _____ day of _____, 20__.

Witness printed name: _____ Witness Signature: _____

Circle one: Employee Employee's Spouse Employee's Dependent

Printed name: _____ Signature: _____