

## **Mcllveen Fitness Center Waiver and Release**

The Mcllveen Fitness Center is an excellent facility provided for the health and wellness benefit of Mcllveen employees. We ask that all participants using the center follow the guidelines and procedures below for the safety of participants, to maintain the equipment, and to assure cleanliness of the facility.

### **1) General Rules for Fitness Center Use:**

- a) Participants are asked to adhere to the following guidelines:
- Participants must report injuries either to 911 if an emergency or to the Human Resources Manager if it is a non-emergency.
  - Please show respect for the equipment, facility, and toward others using the center.
  - Do not move or rearrange the equipment and/or exercise machines, unless otherwise permitted.
  - No horseplay or loud offensive language will be tolerated.
  - Use a spotter when lifting heavy weights and please do not drop or throw the weights. Keep hands and loose clothes away from weight stacks, cables, and pulleys.
  - To assure that all participants are able to use the machines, please limit use of cardio machines to 30 minutes when others are waiting.
  - Proper attire is required at all times: Shirts and athletic shoes must be worn. No sandals, high heels, dress shoes, open toe shoes, or bare feet.
  - Plastic water bottles are allowed. All other drinks, food, and glass containers are not allowed.
  - The use of photographic equipment to take pictures of any person in the fitness center is prohibited without consent.
  - Please wipe off equipment after use with the sanitizer(s) that is provided. Please pick up trash, towels, and personal belongings before leaving. Try to leave the center in better condition than when you arrived.
  - Consult your physician prior to undertaking exercise in the center.
  - There are two showers in the facility. Please, shower quickly, dress, and exit the shower area to continue your grooming where the sinks and mirrors are located. This will help make sure everyone has timely use of the showers. Women, please be considerate of the shower use in the second floor bathroom as we may have tenants using the facilities. Do not track water throughout the area.

### **2) Waiver:**

In consideration of my use of the exercise equipment and facilities provided by the Company ("Mcllveen Real Estate Investments and/or Mcllveen, PLLC"), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me 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 Company.

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, and I hereby fully and forever release and discharge the Company, 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 Company 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.

I agree to be solely responsible for safety and well-being of myself. I understand that the Company does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I acknowledge that my participation in this facility is strictly voluntary and has not been requested or required by the Company. I acknowledge it is recommended that I seek approval from my physician before implementing an exercise regimen, as there may be significant health risks associated with exercising.

I agree to comply with all rules imposed by the Company 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 Company 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.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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