

\*HR Use Only\*

2009 1st Quarter  
Fitness Class Waiver  
Covers all classes Jan-March

I have registered for  
(#) \_\_\_\_\_  
classes for the 1<sup>st</sup> quarter

Date Payment Received: \_\_\_\_\_

Check Number: \_\_\_\_\_

Cash: \_\_\_\_\_

## Knox County Bright Start Wellness Program



2009  
On-Site Fitness  
Registration Form  
Waiver of Liability

### WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

Warning- Read Carefully! By signing this agreement, you give up all rights to sue.

I, the undersigned, in consideration of by being permitted to participate in the Knox County Bright Start Wellness Program (hereinafter referred to collectively as " THE WELLNESS PROGRAM"), hereby for myself, my heirs, executors, administrators and assigns, release and forever discharge THE WELLNESS PROGRAM, their officials, managers, employees, agents, and representatives from any lawsuits, actions, claims or demands by reason of any damage, loss, death or injury to myself or to my property arising from my participation in THE WELLNESS PROGRAM, not withstanding that the same may have been contributed to or occasioned by the negligence of THE WELLNESS PROGRAM.

I agree to save harmless and indemnify THE WELLNESS PROGRAM from and against all lawsuits, claims, actions, cost or legal fees, expenses (on a solicitor and his own client basis) which may be incurred in defending any lawsuit or claim I may bring against them, in respect to my death, injury, loss or damage to myself or my property howsoever caused arising out of or in connection with the tours and whether the same may have been contributed to or occasioned by the negligence of THE WELLNESS PROGRAM, their officials, managers, employees, agents and representatives.

I understand and agree that I will at all times follow directions as may be given to me from time to time by THE WELLNESS PROGRAM, its managers, or its employees.

I am aware that THE WELLNESS PROGRAM will consist of activities that may cause me injury. I agree to assume all risk and hazards, and further agree to bear all costs or rescue or medical attention rendered to me personally arising from the events.

I understand that (1) this event is not on county property (2) participation is not required and (3) Knox County does not derive substantial direct benefit from this activity therefore worker's compensation would not apply if any injury occurs.

I confirm that I am physically and mentally fit to participate in THE WELLNESS PROGRAM.

I confirm that I am eighteen years of age or older. (If younger than 18, must have a parent or guardian read and sign this document.)

I HAVE READ THIS RELEASE AND NOW INDICATE THAT I DO UNDERSTAND IT AND THAT OF MY OWN FREE WILL AND NO ACTING UNDER ANY DURESS I INDEMNIFY AND ACCEPT ITS TERMS OF THIS AGREEMENT.

Today's date: \_\_\_\_\_

Your Name: \_\_\_\_\_  
First Middle Initial Last

Department: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature Date Witness Date