

**WAIVER AND RELEASE OF LIABILITY AGREEMENT  
ASSUMPTION OF RISK OF INJURY, DAMAGE, OR DEATH FOR FITNESS USE**

(Turn into Human Resources)

I, \_\_\_\_\_, (print name) voluntarily request to use the City of De Pere (“City”) fitness equipment and/or participate in City sponsored fitness class(es) (collectively referred to as “fitness use”) in the lower level police department training room located in City Hall (335 S. Broadway St.) and/or in the basement of the Municipal Services Center (925 S. Sixth St.) (“ facilities”).

I understand that my fitness use of the facilities is voluntary and I do so at my own risk. I understand that use of the facilities is restricted to only those off work/duty times designated by the City as open for use and that any injury or loss suffered shall not be covered under the Worker’s Compensation Act or the City’s general or other liability. I further understand that the facilities are available to City employees, elected officials, and their spouse only and that other non-City employees are not permitted in the facilities for any reason, even while I am utilizing the facilities. I understand that the employee or elected official must be with their spouse at all times while the spouse is accessing the facilities. I further understand that I shall only access the facilities and the area of the building necessary to access the facilities but no other area of the building unless I am an authorized employee.

I understand and am aware that strength, flexibility and aerobic exercise, are potentially hazardous and dangerous activities. I understand that individual workouts with or without supervision can be dangerous. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily assuming any risk in participating in these activities, engaging in fitness use, or accessing and using the facilities with knowledge of the dangers involved. I hereby agree to and expressly assume and accept any and all risk of any injury, damage, or death.

I hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation or use of the facilities or my fitness use. I hereby acknowledge that I have either had a physical examination and been given my physician’s permission to engage in fitness use and utilize the facilities for fitness purposes, or that I have decided to assume any risk and participate without the approval of my physician and do hereby assume all responsibility for my fitness use and utilization of the facilities.

Finally, I understand that the City is voluntarily allowing the facilities to be used for fitness/exercise purposes only. I understand the City could determine in the future that the facilities are needed for some other purpose or no other purpose, in its sole discretion, and eliminate the fitness use.

In consideration of being allowed to utilize the facilities and participate in fitness use, I hereby agree, on behalf of myself, my heirs, executors, representatives, agents and assigns to waive, release, absolve, defend, indemnify and hold harmless and forever discharge the City of De Pere, its officials, officers, employees, agents and all others from any and all responsibility or liability for any injuries, including death, damages, loss, from and against any and all manner of actions, claims, causes of action, suits, debts, demands, or damages, losses, liability or expense (including without limitation reasonable attorney’s fee) arising by reason of any actual or claimed negligent or wrongful act or omission whether caused or allegedly caused by, in whole or in part, either myself, any third party, or any party indemnified herein, regarding any loss suffered by me as a result of my participate in or use of the facilities. The City of De Pere DOES NOT provide accident insurance for use of the facilities or engaging in fitness use.

Nothing contained herein is intended to be a waiver or estoppel of the City or its respective insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

I acknowledge that I have had the opportunity to discuss and bargain the terms of this Agreement. I acknowledge that this is a voluntary activity on my own time and is not required by my employer. I understand that I assume full responsibility for any injury that may occur to me while using the facilities and engaging in fitness use. I understand the terms and conditions of this release and sign voluntarily.

\_\_\_\_\_  
Name

Employee    Spouse    Elected Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Person

\_\_\_\_\_  
Emergency Contact Phone