

**RELEASE OF LIABILITY, AGREEMENT NOT TO SUE  
AND WAIVER OF WORKERS' COMPENSATION BENEFITS**

I desire to participate in the JSMC Fitness Center beginning \_\_\_\_\_, 2015 (the "Activity"). I fully understand and appreciate the dangers, hazards and risks inherent in the Activity. These risks and dangers can result in serious injury and impairment to my body, general health or well being, and could include death. While particular skills, equipment, and personal discipline may reduce these risks, they do not eliminate them.

Knowing the dangers, hazards and risks of the Activity, and in consideration of my voluntary participation in the Activity, on behalf of myself, my family, heirs, and personal representative(s), I agree to assume all risks and responsibilities surrounding my participation in the Activity, and to release, waiver, forever discharge, and covenant not to sue General Dynamics Land Systems Inc. and General Dynamics Land Systems Joint Systems Manufacturing Recreation Association, as well as their officers, officials, agents, representatives and employees, or other participants, sponsoring agencies, sponsors, and advertisers ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me, or any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while on the premises for the Activity or in any way participating in the Activity.

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Recreation Association immediately; and,

It is my express intent that this release and agreement shall bind myself, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the Releasees.

In signing this Release, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I further state that I am an adult and fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this activity.

I also agree that I am voluntarily participating in the Activity, that the Activity is a recreational activity within the meaning of Chapter 4123 of the ORC, and that I hereby waive and relinquish all rights to workers' compensation benefits under Chapter 4123 of the ORC for any injury or disability incurred while participating in the Activity.

I further agree that this Release shall be construed in accordance with the laws of the State of Ohio. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING AND THAT YOU ARE VOLUNTARILY SIGNING BY YOUR OWN CHOICE.**

Signature: \_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Employee #: \_\_\_\_\_

**WELLNESS & FITNESS ROOM  
RULES**

- 1) CLEAN ATHLETIC SHOES
- 2) NO WORK SHOES OF ANY KIND
- 3) RETURN ALL WEIGHTS AND PLATES TO PROPER PLACE
- 4) WIPE DOWN MACHINES AFTER USE
- 5) NO DROPPING OF WEIGHTS ON THE FLOOR
- 6) NO SANDALS OR FLIP FLOPS
- 7) RESPECT EQUIPMENT – DO NOT SLAM THE WEIGHTS
- 8) CLEAN UP AFTER YOURSELF
- 9) RESPECT OTHERS – NO FIGHTING OR FOUL LANGUAGE
- 10) NO WRESTLING OR HORSE PLAY
- 11) MUST WEAR SHIRT OR TANK TOP AT ALL TIMES
- 12) MUST USE YOUR BADGE TO ENTER; DO NOT GIVE SOMEONE ELSE ACCESS  
WITH YOUR BADGE
- 13) NO MOVING OR MODIFYING EQUIPMENT WITHOUT BOARD APPROVAL
- 14) REPORT ANY DAMAGE TO THE EQUIPMENT OR ROOM IMMEDIATELY
- 15) ANY VIOLATIONS OF THESE RULES CAN LEAD TO TERMINATION OF FITNESS  
ROOM PRIVILEGES

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Requester

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Arvee Carter / Tim Bowen

NOTE: ALL FORMS MUST BE SUBMITTED TO ARVEE CARTER FOR FINAL APPROVAL.  
TIM BOWEN WILL COLLECT THESE FORMS IN ARVEE'S ABSENCE.