



North Carolina Department of Health and Human Services (NC DHHS)

# Liability Waiver for Employees Using the Haywood Gymnasium Facility

## ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

I, on behalf of myself, request authorization for use of the Haywood Gymnasium facility (the Gym). I, on behalf of myself, acknowledge that use of the Gym is expressly conditioned on my agreement to each of the terms of this document. I, on behalf of myself, acknowledge and agree as follows:

1. Use of the Gym involves physical exercise, sport and recreational activities that may cause injury. I, on behalf of myself, understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My use of the Gym is a voluntary activity in all respects and I, on behalf of myself, assume all risks of injury and illness that may result from such use. This includes any sponsored group activities or individual use of the facility or exercise equipment.
2. As the participant, I, on behalf of myself, recognize and acknowledge that there are risks of physical injury and I, on behalf of myself, agree to assume the full risk of any injuries (including death), damages or loss which I, on behalf of myself, may sustain as a result of participating in any and all activities arising out of, connected with or in any way associated with my use of the Gym. I, on behalf of myself, acknowledge that participation and use of the Gym is voluntary.
3. I, on behalf of myself, do hereby fully release and discharge the state of NC DHHS and their agents, employees and the sponsors and those whose facilities are being used for this program (collectively, the "Released Parties") from any and all liability, claims and causes of action from injuries or illness (including death), damages or loss which I, on behalf of myself, may have or which may accrue to me on account of participation in all activities utilizing the facility. This is a complete and irrevocable release and waiver of liability. Specifically and without limitation, I, on behalf of myself, hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' negligence. I, on behalf of myself, covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.
4. I, on behalf of myself, further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages or loss, including, but not limited to attorneys' fees, sustained by me arising out of, connected with, or in any way associated with, the Gym.
5. In the event of any emergency, I, on behalf of myself, authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I, on behalf of myself, will be responsible for payment of any and all medical services rendered.
6. I, on behalf of myself, have been advised by the NC DHHS to consult with a physician before I, on behalf of myself, undertake any physical exercise program. I, on behalf of myself, certify that I, on behalf of myself, am in good health and sufficient physical condition to properly use the Gym; that I, on behalf of myself, am knowledgeable about the proper use of any equipment that I, on behalf of myself, will use and the rules of any activities that I, on behalf of myself, will participate in; and that I, on behalf of myself, will carefully read the operating instructions for any Gym equipment prior to use and will operate such equipment in strict accordance with instructions.
7. The Released Parties are not responsible for any loss or theft of personal property brought to or left in the Gym and I, on behalf of myself, release the NC DHHS from any liability for such loss or theft.
8. I, on behalf of myself, understand and agree to adhere to the NC DHHS, the Gym's policy and rules, which are available for review at the NC DHHS, Office of the Secretary and/or online in the NC DHHS policies and procedures.

I, on behalf of myself, have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. I, on behalf of myself, am 18 years old or older. I, on behalf of myself, understand that my signed waiver will be retained in my employee personnel file. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

**Signed:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Department/Division:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**I, on behalf of myself, also agree to the following rules regulating use of the Gym:**

1. Employees have access to the Gym for wellness activities solely on a voluntary basis on their own time and should seek medical approval before starting any new exercise program.
2. Employees are allowed unscheduled individual access to the fitness room 7 a.m. to 9 p.m. seven (7) days a week. When activities or events are not scheduled, employees also can have unscheduled access to the main gym for walking and court use. Employees should check the NC DHHS website regarding organized activities and department events scheduled in the Gym. The need to use the Gym as a shelter for the Dorothea Dix Hospital (Dix) patients during emergency conditions will preempt any previously scheduled activities.
3. Access for individual wellness activities is limited to NC DHHS employees with a DHHS issued key card for the Gym. The key card will allow the employee unscheduled access every day to the fitness room from 7 a.m. to 9 p.m. Entrance is through the main gym door on Pedneau Drive.
4. Before receiving a key card, employees must give this signed liability waiver form for the Haywood Gym to their office or divisional wellness representative who will request a DHHS key card for the employee. (Employees in the Adams and Council Buildings after submitting the signed liability waiver form, will have their current DHHS ID cards activated to provide access.)
5. Employees using the Gym should only use the marked parking spaces behind the Gym.
6. When there is a charge for any wellness activity, payment is the sole responsibility of the employee.
7. Access to the fitness room exercise equipment is on a first come, first serve basis. The amount of equipment is limited and employees are asked to limit their use on the fitness equipment to 15 minutes when others are waiting to use the equipment.
8. Employees must not allow non-state employees or other state employees without key card access into the Gym.
9. Employees are responsible for leaving the Gym clean and following the posted rules for safe use and maintenance of the fitness equipment. Problems with exercise equipment should be reported to [NC DHHS Wellness Director](#).
10. Any Gym maintenance issues should be reported immediately to the Office of Property and Construction located behind the Gym at 805 Whiteside Drive.
11. Employees must supply their own towels and soap should they choose to use the shower facilities.
12. Lockers can be used only while the employee is at the Gym. Employees must provide their own locks. Any items left in lockers will be removed as will locks.
13. No equipment is to be removed from the premises.
14. Failure to observe the above rules can result in termination of an employee's access to the facility.
15. For safety and security, employees are encouraged to not use the Gym alone. This is especially important in the evening and early morning hours.
16. In case of an emergency, employees should use the phone located in the Gym and should be aware of the location of the first aid kit.
17. All areas of the Gym shall remain alcohol and tobacco free.

**Signed:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Department/Division:** \_\_\_\_\_ **Date:** \_\_\_\_\_

1. Employees must sign both pages of this form.
2. Forms should be submitted to division, office or facility wellness council or other designated person in the agency.
3. Wellness council or other agency representatives will send the name and building location and mail service center (MSC) address of employees signing form to [Becky.Kennedy@ncmail.net](mailto:Becky.Kennedy@ncmail.net) at the DIRM print shop to request a DHHS key card for the Gym.
4. Signed forms will be kept on file in the division, office or facility human resource office.