

**SPOUSE OF EMPLOYEE OR OFFICIAL WAIVER OF LIABILITY, RELEASE
AND HOLD HARMLESS BY AND FOR SPOUSES OF EMPLOYEE OR
OFFICIAL OF JOHNSON COUNTY FOR THE USE OF EXERCISE EQUIPMENT AND FACILITIES** Approved by CC:

MAY 09 2014

Whereas, Johnson County wishes to provide or make available certain exercise equipment, devices and facilitates (hereinafter "exercise equipment") for the use and benefit of Spouses of Johnson County employees and officials (hereafter "Spouses(s)"); and,

Whereas, the Commissioners Court of Johnson County has determined that the facilities and equipment will be available as a resource to Spouses of employees and officials of Johnson County, Texas, subject to the control, convenience and oversight of the Johnson County Personnel Department; and,

Whereas, the Commissioners Court believes that making available exercise equipment and facilities in a convenient location which will improve the health of Johnson County employees and their Spouses and lower health care costs and loss of work time due to illness or injury; and,

Whereas, no Johnson County employee, official, or Spouse is obligated or required to use the exercise equipment or facilities; and,

Whereas, Johnson County does hereby intend to permit and allow the use of certain exercise equipment to be located primarily at a facility on Walnut Street in Cleburne, Texas known as the "Emmett Brown Gymnasium".

Purpose

The purpose of this program is to permit the use of exercise equipment by Johnson County employees and officials and their Spouses and as a resource for Johnson County employees and officials and their Spouses to improve the health of Johnson County employees and officials and their Spouses and lower healthcare costs and reduce the loss of work time due to injury and illness.

The purpose is to further allow employees and officials and their Spouses access to exercise equipment so that they may maintain and improve their health and well being.

_____, is hereinafter identified as "Spouse" is the spouse of _____ who is a Johnson County employee or official.

Exercise equipment and use of facilities subject to this Waiver and Release includes, but is not limited to such items, devices or equipment is hereafter identified and defined as

Exercise Equipment
Spouse Release

“Exercise Equipment”. The described devices or equipment may include, but are not limited to; weight machines, free weights, treadmills, benches, stationary bicycles mats, bands, tracks, courts, rackets, paddles, balls, bats, elliptical machines and all other items which are designed adapted or used as exercise equipment.

All operation, access to, or use of equipment, will be by persons currently a Spouse of a person employed by JOHNSON COUNTY at the time of the use of such equipment.

Johnson County is not and shall not be not liable to any person for misuse of equipment by employee, Spouse, or any other person.

Use of exercise facilities or equipment is **NOT** A CONDITION OF EMPLOYMENT by Johnson County and time spent utilizing exercise equipment or facilities **IS NOT** “work time” or time spent in the employment of Johnson County and **SHALL NOT** be counted as time or hours worked for Johnson County. Use of the exercise equipment and facilities shall be on the Employee’s “own time.”

Indemnity and Release

The Spouse and his heirs, executors and assigns agree to indemnify, release, and hold harmless Johnson County or its officials, officers, or employees for any and all claims, suits, damages, penalties, injuries or losses arising from such Spouse’s use of the exercise facilities or equipment and for the cost incurred by Johnson County as the result of the defense against such claims, suits, penalties, damages, injuries or losses. The Spouse and his heirs, executors and assigns agree to waive any an all claims which may arise in their favor against Johnson County or its officials, officers, or employees for any and all damages or losses arising from such Spouse’s use of facilities or exercise equipment. The Spouse’s duty to indemnify, release, and hold harmless Johnson County includes but is not limited to claims, suits, penalties, damages, injuries or losses arising from the Spouse’s acts, actions or injuries and the act, actions or omissions of Johnson County or Johnson County’s officials, officers, or employees. Such duty of Spouse to indemnify, release, and hold harmless Johnson County or its officials, officers, or employees shall continue beyond the Employee’s termination of employment with Johnson County for the maximum period of time allowed by law.

Venue

In the event of a dispute concerning any aspect of this agreement or any claim or dispute arising pursuant to this agreement or an act of condition addressed herein, the

Spouse and Johnson County agree that venue for all court proceedings shall be in Johnson County if proceedings are in State Court, or shall be in the Northern District of Texas, Dallas Division, if proceedings are in Federal Court.

Express Acknowledgment

By signing this document the Spouse expressly acknowledges that he is aware of the potential dangers of injury or accident arising from, improper use by himself or others of exercise equipment. The Spouse expressly acknowledges the assumption of all risk for injury or death as well as damage or loss of property including but not limited to; damage to clothing worn or in his possession; loss or damage to personal property carried with him or about his person; injury to his person including that resulting in disability or death from whatever cause; and damage or loss of his personal equipment. By signing this document the Spouse acknowledges he or she is at least 18 years of age and has read and understands this document.

Termination of Spouse Access to Facility or Exercise Equipment

JOHNSON COUNTY may at any time and at its sole discretion, terminate the participation of Spouse or use by Spouse of the facilities or exercise equipment. If the Johnson County Personnel Director determines that an Spouse is abusing the facilities or equipment or misusing the facilities or equipment in a manner that is damaging to the equipment or that in his sole judgment might pose a danger to Spouse or to other County Employees or to County personnel, then he may terminate for any period or indefinitely the Spouse's use of the facilities or equipment.

The Spouse understands that the use of the facilities and equipment is limited to the Johnson County Employee and Spouse is NOT to be utilized or accessed by other family members, friends, associates or other persons. The Spouse does not have the right or authority to grant access to the facilities or equipment to any person who is not an employee or official of Johnson County or a spouse of an employee or official of Johnson County. **Spouses shall NOT bring children to the facility or allow children to utilize the equipment.**

Spouse understands and acknowledges that rules and conditions for the use of the facilities and the exercise equipment may be promulgated by and administered by the Director of the Johnson County Personnel Department. Spouse understands that he or she will be obligated to abide by said rules and the use of the equipment or facilities and Spouse may be terminated for a period of time or indefinitely for failure to follow and

abide by such rules as may be promulgated by and administered by the Director of the Johnson County Personnel Department

Interpreting This Document

Neither Spouse nor JOHNSON COUNTY has made any additional oral promises, representations or agreements regarding the use of exercise equipment or related facilities not memorialized in this document.

The undersigned states and represents that Spouse has knowingly and willingly executed this Waiver, Release and Hold Harmless Agreement after reading same.

Spouse's Signature

Date

STATE OF TEXAS §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on _____ (date)
by _____ (name of Spouse signing
document).

Notary Public State of Texas

Signature of Employee of Personnel Department
Authorized by County Commissioner to Receive
this Waiver

Date