

JAN 14 2013

EMPLOYEE OR OFFICIALS WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS BY AND FOR JOHNSON COUNTY EMPLOYEES FOR THE USE OF EXERCISE EQUIPMENT AND FACILITIES

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

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

Whereas, the commissioners believe that making available exercise equipment and facilities in a convenient location which will improve the health of County Employees and lower health care costs and loss of work time due to illness or injury; and,

Whereas, no County Employee 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 County Employees and as a resource for Johnson County employees to improve the health of County Employees and lower healthcare costs and reduce the loss of work time due to injury and illness.

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

_____, is hereinafter identified as "**Employee.**"

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". 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 ONLY by persons currently 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 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 Employee 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 Employee'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 Employee 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 Employee's use of facilities or exercise equipment. The Employee'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 Employee'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 Employee 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 Employee 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 Employee 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 Employee 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 Employee acknowledges he or she is at least 18 years of age and has read and understands this document.

Termination of Employee Access to Facility or Exercise Equipment

JOHNSON COUNTY may at any time and at its sole discretion, terminate the participation of Employee or use by Employee of the facilities or exercise equipment. If the Johnson County Personnel Director determines that an Employee 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 Employee or to other County Employees or to County personnel, then he may terminate for any period or indefinitely the Employee's use of the facilities or equipment.

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

Employee 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. Employee understands that he or she will be obligated to abide by said rules and the use of the equipment or facilities and Employee 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 Employee 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 Employee has knowingly and willingly executed this Waiver, Release and Hold Harmless Agreement after reading same.

Employee's Signature

Date

STATE OF TEXAS
COUNTY OF JOHNSON

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

Notary Public State of Texas

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

Date

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