

**Conway Medical Center Fitness Area User Agreement HR -50**

Please check that you have read, understand and agree to each item and have made a copy for future reference.

- I warrant and represent that I have no physical or mental disability, impairment, or ailment which prevents me from engaging in active passive exercise, or that may be detrimental to my health, safety or physical condition if I do so engage or participate in active or passive exercise (collectively "impairment").
  - I agree the organization shall not be liable for any injury arising out of any condition I may have which does not rise to the level of impairment.
  - I will be aware of my medical history and physical limitations at all times and will consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears to be developing.
  - I agree I am personally liable for any property damage and/or personal injury I cause and I am obligated to pay for any costs involved upon presentation of a statement thereof.
  - I agree the organization shall not be liable for any injuries, death or damages I may suffer due to any cause, including but not limited to the negligence of the released parties, arising out of or in any way connected to my use of the facility and/or its equipment. I indirectly, and on behalf of my personal representatives, heirs, administrators, assigns and successors to hereby expressly forever release and discharge the organization its successors and assigns, as well as its officers, agents and employees from all such claims, demands, actions, or cause of action.
  - I will wear appropriate exercise attire and athletic footwear and will not bring food or alcohol into the area.
  - I understand I won't be paid while using the fitness area as "work time", and I am not covered by workers compensation insurance.
  - I will respect the individual privacy of others utilizing the facility and won't videotape, take pictures or otherwise record activity.
  - I understand the equipment in the facility is shared with Cardiac Rehab department patients and I may be asked to switch equipment to allow for patient treatment needs to be met.
  - I understand I am permitted to use the locker room facilities and I will lock all valuables with my own lock and bring my own towel. (the organization is not responsible for lost or stolen items.)
  - I understand there is only one authorized entrance and exit to the employee fitness area where I will utilize my company identification badge (ID) to trigger my facility access and use.
  - I understand the employee fitness area is for daily employee and physician/provider access only, with Saturday & Sunday use by volunteers, and is not available to family members, guests, or other organizational affiliates to use or enter at any time and that the facility is monitored by CMC Security.
  - I will never share or loan my ID badge or otherwise in any way facilitate the access of others.
  - I understand it is my responsibility to re-rack weights, return accessories to their proper locations and generally clean up after myself by wiping down equipment after each use with the cleaning supplies located at the cardiac rehab desk and that misuse of the equipment will not be tolerated.
  - I understand the area is unsupervised and I will use the equipment at my own risk with no instruction or assistance.
  - I agree to only access the fitness area and no other parts of the facility, such as meeting rooms, offices, etc. for any reason at any time.
- Suspension/termination of Use Privilege – I understand the use of the organization's fitness area is a benefit and privilege and not an entitlement. Management has the right to suspend and/or terminate use access for failure to follow the rules noted above or behavior which may be inconsistent with the operation of the area.

**By signing this document, I am representing that I understand and intend to be bound by all of these terms and conditions.**

Printed name \_\_\_\_\_ Signature \_\_\_\_\_ ID badge # \_\_\_\_\_

Email address we can use to communicate start date and center updates \_\_\_\_\_