



Wellness Program Consent to Participate, Assumption of Risk, Waiver of Liability, and Indemnification

Seeley Union School District is establishing a Wellness Program to promote physical activity and overall wellness of its employees and family members covered through ICSVEBA insurance. As part of a Wellness Program, Seeley Union School District is offering its employees access to weights and exercise equipment in an unused classroom (“Facilities”).

Permission to participate in the Wellness Program and use the Facilities is granted only to employees and Board Members who read and agree to the following terms:

1. Your participation is strictly voluntary. You are free to discontinue participation at any time and your decision whether or not to participate will not affect your employment or benefits.
2. You acknowledge and agree to all posted rules and regulations adopted by the Superintendent regarding use of the Facilities. You are responsible for opening the Facilities and locking the Facilities after use. Under no circumstances shall you allow students or non-Seeley Union School District employees to access the Facilities. The program and/or availability of the Facilities are offered as a convenience and may be discontinued at the discretion of the Superintendent.
3. You understand that participation in the program and use of the Facilities are non-working activities (whether Facilities are used during work hours or not), are not required or related to your employment, are not within the scope of your employment, and that Seeley Union School District does not derive substantial direct benefit from your program participation. Based on this, workers’ compensation coverage will not apply if any injury occurs during your use of the Facilities or participation in the program.
4. Prior to starting any exercise program, including but not limited to use of weights or exercise equipment, it is recommended that you see a physician to discuss potential risks. There are inherent risks which arise from participating in any exercise program which cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary but may include: 1) minor injuries such as bruises, sprains, or soreness or 2) major injuries such as pulled muscles, broken bones, fractures, or cardiovascular or pulmonary complications.
5. By signing this waiver you agree that you are assuming all risks of injury and illness (including death), damages (including to property), or loss that may result from your participation in, arising out of, connected with, or in any way associated with the use of the Facilities or this program. Seeley Union School District makes no warranty as to the fitness or quality of the Facilities or equipment provided.
6. This is a complete and irrevocable release and waiver of liability. By signing you hereby assert that any injury, illness, damage, or loss arising out of use of the Facilities or participation in the program is not the responsibility of Seeley Union School District, its officers, employees, assigns, agents, or sponsors (“Released Parties”). On behalf of yourself, your heirs, assigns, executors, and/or administrators, you hereby agree to fully release, discharge, and covenant not to sue the Released Parties from any and all liability, claims, and causes of action arising out of your use of the Facilities or participation in this program, notwithstanding that the same could have been contributed to or occasioned by the Released Parties’ negligence.
7. You agree to indemnify and hold harmless the Released Parties from any and all claims, demands, causes of actions, suits, procedures, costs, expenses, damages, and liabilities (including attorney’s fees) of every kind and character, without limitations and without regard to the cause(s) thereof or the negligence of any party or parties which arise from, in connection with, as a result of, or from your use of the Facilities or participation in the program.

Acknowledgement of Understanding:

I am requesting participation in the Wellness Program and use of its Facilities. I have read this waiver and fully understand and agree to its terms. I understand that I am giving up substantial rights, including my right to sue, in exchange for the ability to participate in the program and access the Facilities. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name

Name of Staff Member and Relation

Signature (If under 18 must be legal guardian)

Date