



**All members and participants must read and sign the Assumption of Risk, Waiver, and Release from Liability Form**

In consideration for the use of the property, facilities and/or services of Phoebe Putney Health System, Inc. or any of its subsidiaries (collectively ("PPHS")) for employee/dependent wellness or fitness programs and activities offered by or through the PPHS Human Resources Department, including any travel related thereto and including but not limited to Healthworks (collectively "Programs"), the undersigned (and undersigned parent/guardian if member is a minor) agrees as follows:

1. **RISKFATORS.** The undersigned (and parent/guardian if member is a minor) understands and acknowledges that the Programs and participation in the Programs involve risks such as, but not limited to the following: risk of property damage, bodily injury, illness, disability and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts or omissions of others, or from the unavailability of emergency medical care.

2. **ASSUMPTION OF THE RISK.** The undersigned (and parent/guardian if member is a minor) assumes all risks arising out of or in connection the Programs, including but not limited to, risks arising from or related to the activity itself, the acts or omissions of others, and the unavailability of emergency care, including but not limited to those risk factors described in Section 1 above.

3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all policies and procedures relating to the Programs and understands that the safe and proper use of facilities and equipment and safe participation in the activity(ies) is dependent upon carefully following such policies and procedures.

4. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use and participate in the Programs. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training is necessary to safely participate in the Programs, he or she shall direct such questions to the appropriate Staff Member prior to engaging in any activity or utilizing any equipment.

Items 1-4: Initials \_\_\_\_\_

5. **RELEASE.** The undersigned (undersigned parent/guardian if member is a minor) releases and holds harmless Phoebe Putney Health System, Inc. and all its subsidiaries, and all of their officers, trustees, employees, insurers, and agents for any damages or injury sustained by the undersigned in conjunction with the Programs and agrees not to initiate litigation on account of or in conjunction with any claims, causes of action, injuries, damage, costs or expenses arising out of the Programs, whether that participation is supervised or unsupervised, including without limitation those based on death, bodily injury, illness, disability or property damage, whether or not caused by negligence or other fault of the parties being released.



6. WAIVER. The undersigned (undersigned parent/guardian if member is a minor) waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

7. INDEMNIFY AND DEFEND. The undersigned (undersigned parent/guardian if member is a minor) agrees to indemnify and defend Phoebe Putney Health System, Inc. and all its subsidiaries, and all of their officers, trustees,

employees, insurers and agents against and hold them harmless from any and all claims, causes of action, and damages, including attorney's fees and costs, arising out of or in connection with bodily injury and/or property damage proximately caused by the undersigned, whether negligently, willfully or otherwise.

8. PAY. The undersigned (undersigned parent/guardian if member is a minor) agrees to pay for any and all damages to any property of PPHS caused by the undersigned, whether negligently, willfully or otherwise.

9. REPRESENTATIVES. The undersigned enters into this agreement for and intends to bind himself/herself and any person or persons claiming through him/her. If member is a minor, this agreement is also made on his/her behalf by a parent or guardian.

10. CONSENTFOREMERGENCYTREATMENT. The undersigned (and undersigned parent/guardian if member is a minor), as a participant in the Programs, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment. This consent is not intended to and shall not operate to create any obligation on the part of Phoebe Putney Health System, Inc., or its subsidiaries, officers, trustees, employees, insurers or agents, that would not otherwise exist, to provide medical or emergency care.

11. INSURANCE. The undersigned understands PPHS does not carry participant insurance. The undersigned (and parent/guardian where applicable) is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the Programs.

Item 5-11: Initials \_\_\_\_\_

Coronavirus / COVID -19 Warning & Disclaimer

Coronavirus, COVID -19 is an extremely contagious virus that spreads easily through person –to – person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID – 19 can lead to severe illness, personal injury, permanent disability and death. Participating in Healthworks programs or accessing the Healthworks facility could increase the risk of



contracting COVID-19. Phoebe Putney Health System in no way warrants that COVID-19 infection will occur through participation in Healthworks programs or accessing the Healthworks facility.

12. ACKNOWLEDGMENT. The undersigned (and undersigned parent/guardian where applicable) has read and understands this agreement and understands it relates to surrendering and releasing valuable legal rights and signs same freely and voluntarily without reliance on PPHS or any of the releasees or indemnitees.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_