



**MNPS Employee Wellness Center at
Bransford**
Fitness Center & Programs Liability Waiver
Assumption of Risk, Waiver and Release from Liability

In consideration of the use of the property, facilities, services, programs, activities and events provided by METRO NASHVILLE PUBLIC SCHOOLS, including any travel related thereto, the undersigned agrees as follows:

- 1. RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by METRO NASHVILLE PUBLIC SCHOOLS and related travel involves risk such as, but not limited to, the following which might result from the use of the equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care: RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.
- 2. ASSUMPTION OF THE RISK.** The undersigned ASSUMES ALL RISKS WHICH ARE FORESEEABLE AND INVOLVED WITH OR ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACTS OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, including but not limited to, those RISK FACTORS described in Section 1 above.
- 3. ACKNOWLEDGMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. Further, it is acknowledged that the facilities, equipment and participation in activities are limited to employees, retirees and spouses/partners of employees. Participants must be a minimum of 18 years of age. Guests and children are not permitted.
- 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 the equipment and facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualification or training is necessary to properly use the equipment, facility, or participate in the activity itself, then they shall direct such questions to the Staff Wellness Coordinator or the Staff member on site.
- 5. WAIVER AND RELEASE.** In consideration for the right to participate in the use of the equipment and facilities and in the activity, the undersigned agrees to assume the risks involved and does hereby expressly forever release, discharge, and agree to hold harmless METRO NASHVILLE PUBLIC SCHOOLS, its officers, employees, agents, representatives, volunteers, and assigns to the fullest extent allowed by law from any and all rights, claims, demands, injuries, damages, actions, and causes of action of any kind, known or unknown, existing or arising in the future resulting from or related to use of the equipment or facilities, participation in the activity itself, or from the unavailability of emergency medical care. METRO NASHVILLE PUBLIC SCHOOLS shall not be liable for any injuries or any damage to any member or be subject to any claim or demand for injury or damages, whatsoever, including without limitation, those damages from acts of passive or active negligence on the part of METRO NASHVILLE PUBLIC SCHOOLS, its officers, employees, or agents. The undersigned acknowledges that he/she has carefully read this paragraph and fully understands that this is a waiver and release of liability.
- 6. REIMBURSEMENT.** The undersigned agrees to pay for any and all damages to any property of METRO NASHVILLE PUBLIC SCHOOLS caused by the undersigned either negligently or willfully, whether done individually or jointly or severally with the act(s) of another.
- 7. REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
- 8. EMERGENCY TREATMENT CONSENT.** The undersigned understands that MNPS may not have medical personnel available at the location of the activity. The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
- 9. PHYSICAL.** The undersigned is encouraged to have a physical examination prior to any and all participation. The undersigned is not suffering from any medical condition, impairment, or disease that would prevent his/her safe participation in the use of the equipment and facilities and in the activity.
- 10. ACKNOWLEDGMENTS.** a. The undersigned acknowledges that the use of the MNPS Employee Wellness Center at Bransford is not provided in the scope and course of any employment with METRO NASHVILLE PUBLIC SCHOOLS. b. The undersigned agrees that his/her use of the equipment and facilities and participation in the activity is entirely voluntary. c. The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.



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MEMBER INFORMATION

First Name:

Middle Initial:

Last Name:

I am a (check one): Current MNPS Employee Retired MNPS Employee Spouse/Partner of Employee

Mailing Address:

City:

State:

Zip Code:

Cell Phone #:

Work Phone #:

Home Email:

Work Email:

Do you have any medical concerns? Yes No

If yes, please explain:

EMPLOYEE INFORMATION

Employee's Name:
#:

Employee ID

School/Department:

Job Title:

ACKNOWLEDGEMENTS (initial by each)

_____ I am a MNPS employee, MNPS retiree, or spouse/partner of a MNPS employee.

_____ I am over the age of 18.

_____ I acknowledge that I have read this document and understand this agreement, and I realize it

_____ relates to surrendering and releasing valuable legal rights and do so freely and voluntarily.

Participant Signature: _____ Date: _____ /
_____/_____