

**LIABILITY WAIVER FOR PARTICIPATION IN WORKPLACE FITNESS ACTIVITIES**

<b>DHR-Form #: To be assigned.</b>	<b>Authority: 29 Del. C. § 9003D. General powers and duties.</b>
<b>Effective Date: June 10, 2022</b>	<b>Supersedes: N/A</b>

**Part 1: Employee Acknowledgement and Release of Liability**

I request authorization to participate in fitness activities at workplaces. I acknowledge that my participation is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. Physical exercise, sport, and recreational activities may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My participation is a voluntary activity in all respects and I assume all risks of injury and illness that may result from such participation in any sponsored group activities or individual activities such as walking.
2. As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss which I may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with wellness activities. I acknowledge that participation in these activities is voluntary.
3. I, on behalf of myself, do hereby fully release and discharge the State of Delaware, my department/agency, and their agents, employees and those whose facilities are being used for this program (collectively, the "Released Parties") from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of participation in workplace wellness activities. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I, on behalf of myself, hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' negligence. I, on behalf of myself, covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.
4. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by me arising out of, connected with, or in any way associated with my participation in workplace wellness activities.
5. In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.
6. I certify that I am in good health and sufficient physical condition to properly participate in fitness activities at work; that I have consulted with my health care provider concerning the appropriate level of physical activity that I should engage in, that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in; and that I will carefully read the operating instructions for any workplace fitness equipment prior to use and will operate such equipment in strict accordance with instructions.

I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. I understand that my signed waiver will be retained in my employee personnel file. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

**Part 2: Employee Information**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Department/Agency: \_\_\_\_\_

Preferred Phone Number: \_\_\_\_\_ Preferred Email Address: \_\_\_\_\_

**If under 18 years of age, parent or guardian name is required below.**

Parent or Guardian Name: \_\_\_\_\_

**Part 3: Signature Section**

\_\_\_\_\_  
Employee Date

**If under 18 years of age, parent or guardian signature is required below.**

\_\_\_\_\_  
Parent or Guardian Date

By using this form, the parties acknowledge their agreement to conduct transactions by electronic means. A party's electronic signature for purpose of the Uniform Electronic Transactions Act, 6 Del. C. Ch. 12A may be provided by checking a box as indicated, electronic initials or name, or email confirmation.

**A copy of this completed Agreement must be sent to the Agency Human Resources office.**