

LIABILITY WAIVER FOR EMPLOYEES USING THE GYM AT HENDERSON CHEVROLET

ACKNOWLEDGEMENT AND RELEASE FORM

I request authorization for myself to use the exercise facilities (the "Gym") on location at Henderson Chevrolet. I acknowledge that use of the Gym by me is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. Use of the Gym involves physical exercise that may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise. My use of the Gym is a voluntary activity in all respects and I assume the full risk of any injuries (including death), damages, loss or illness that may result from such use.
2. I, on behalf of myself, do hereby fully release and discharge the owner of the Gym (the "Dealership") and their employees, agents and sponsors (collectively, the "Released Parties") from any and all liability, claims and other causes of action from injuries (including death), damages, loss or illness which I may have or which may accrue to me on account of participation in all activities utilizing the Gym. This is a complete and irrevocable release and waiver of liability, without limitation.
3. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries and illness(including death), damages or loss, including, but not limited to attorney's fees, sustained by me arising out of, connected with, or in any way associated with, the Gym.
4. 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.
5. It is my responsibility to consult with a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly use the Gym; that I am knowledgeable about the proper use of any equipment that I will use and I will operate such equipment in accordance with it's intended purposes.
6. The Released Parties are not responsible for any loss or theft of personal property brought into or left in the Gym.
7. I acknowledge that I will only use the Gym during my free time or lunch break and not during a scheduled work shift, or when the Dealership is closed.
8. It is my responsibility to leave the area clean for the benefit of other employees and to notify the Dealership of any broken equipment or potentially dangerous situations that exist in the Gym that I am aware of.

I have read and fully understand this Acknowledgement and Release of Liability set forth above.

Printed Name

Signature

Date