

**ALAMEDA COUNTY EMPLOYEE WELLNESS ACTIVITY
RELEASE AND WAIVER OF LIABILITY AGREEMENT**

I, _____ (“Participant”), acknowledge that I am voluntarily participating in the following Wellness activities held on County facility during my lunchtime and non work hours. As such, I am not entitled to Workers Compensation benefits for injury, death, or other damage arising out of the activities:

(Description of activities which Participant will engage in and building address location of the activities)

I have read the general safety guidelines and I have read the Physical Activity Readiness Questionnaire (PAR-Q). I have determined that this physical activity is appropriate for me.

I AM AWARE THAT THERE ARE HAZARDS IN THESE ACTIVITIES AND BY ITS VERY NATURE MAY POSE THE POTENTIAL RISK OF SERIOUS INJURY/ILLNESS OR EVEN DEATH. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE POTENTIAL AND INHERENT RISK INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN, AS A RESULT OF MY PARTICIPATION.

I verify this statement by placing my initials here: _____

As consideration for being permitted by the County of Alameda, “County”, to participate in these activities and to use the County premises and facilities, **I forever release the County of Alameda, its Board of Supervisors, officials, administrators, directors, managers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”)** from any and all actions,, other claims or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage arising out of the activities, except such loss or damage which was caused by the sole negligence or willful misconduct of the County. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY BETWEEN MYSELF AND THE COUNTY AND SIGN IT OF MY OWN FREE WILL.

Executed at _____, California on _____, 20____.

EMPLOYEE PARTICIPANT

Signature

Name & Address: _____
(Print) _____
