

**COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA
EMPLOYEE GYM**

**RELEASE OF CLAIMS, WAIVER OF LIABILITY, AND INDEMNIFICATION
AGREEMENT**

**PLEASE READ THE FOLLOWING CAREFULLY. IF YOU HAVE ANY QUESTIONS,
HAVE THEM ANSWERED BEFORE SIGNING THIS DOCUMENT.**

In consideration of being permitted to use the **Community Hospital of the Monterey Peninsula Employee Gym** (hereinafter referred to as “The Gym”) facilities, services, and equipment, on behalf of myself, I hereby release, waive, and discharge Community Hospital of the Monterey Peninsula, its former and current affiliates, parents, subsidiaries, predecessors, successors, assigns, officers, directors, trustees, agents, employees, independent contractors, attorneys, and insurers (hereinafter collectively “Releasees”), to the maximum extent permitted by law, from all financial liabilities, claims, losses, demands, settlements, judgments, causes of action, and expenses (including attorney’s fees and costs), related to any bodily injury to my person, including death, or property damage to my property, arising out of my presence at The Gym, including injuries or damages caused by Releasees’ negligence, but not including injuries or damages caused by Releasees’ gross negligence or willful misconduct.

In further consideration of being permitted to use The Gym’s facilities, services, and equipment, on behalf of myself:

1. I hereby acknowledge, agree, and represent that I have inspected and carefully considered, or immediately upon entering The Gym will inspect and carefully consider, The Gym’s facilities, services, and equipment. I further acknowledge, agree, and represent that I will only utilize such facilities, services, and equipment after concluding that it is safe and reasonable to do so.

2. I hereby acknowledge and voluntarily accept the risk inherent in the use of The Gym’s facilities, services, and equipment. By using The Gym’s facilities, services, and equipment, on behalf of myself, I hereby voluntarily assume the risk of injury, accident, death, disability, loss, cost or damage to my person, or property damage to my property, which may arise from the use of The Gym’s facilities, services, or equipment, including injuries or damages caused by Releasees’ negligence, but not including injuries or damages caused by Releasees’ gross negligence or willful misconduct.

3. I hereby agree that I will not sue or commence any action of any kind against Releasees for damages related to any bodily injury to my person, or property damage to my property, arising out of my presence at The Gym, including injuries or damages caused by Releasees’ negligence, but not including injuries or damages caused by Releasees’ gross negligence or willful misconduct.

4. I hereby acknowledge, agree, and represent that I have read and willingly agree to comply with the stated and customary terms and conditions for participation in my voluntary use of The Gym (Community Hospital of the Monterey Peninsula Employee Gym Policy #1208 and the Employee Gym Terms and Conditions document). If I observe any concern in my readiness for participation in any voluntary use of the The Gym, I will remove myself from participation.

5. I hereby understand, acknowledge and agree that this Release of Claims, Waiver of Liability, and Indemnification Agreement binds my heirs, executors, children, wards, personal representatives, attorneys-of-law, attorneys-in-fact, administrators, assigns, and anyone else entitled to act on my behalf, as well as myself.

INDEMNIFICATION AGREEMENT

In further consideration of being permitted to use The Gym's facilities, services, and equipment, on behalf of myself, I hereby agree to defend, indemnify, and hold harmless Releasees, to the maximum extent permitted by law, from all liabilities, claims, losses, demands, settlements, judgments, causes of action, and expenses (including attorney's fees and costs), of any kind or nature, arising out of or in connection with the my presence at The Gym, including injuries or damages caused by Releasees' negligence, but not including injuries or damages caused by Releasees' gross negligence or willful misconduct.

I further agree that the foregoing Release of Claims, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed the balance shall, notwithstanding, continue in full legal force and effect.

I have read, understood, and voluntarily sign this Release of Claims, Waiver of Liability, and Indemnification Agreement, and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.