



WELLNESS ACTIVITY LIABILITY RELEASE

To be completed by employees prior to participating in onsite physical wellness activities. Employees must sign this form for each type of activity in which they participate.

Wellness Activity: _____

The Department recognizes that employee health has a direct impact on employee performance. Supporting wellness activities is in the best interest of the Department. However, wellness activities are completely voluntary and do not represent activity within the scope of an individual's employment.

I understand that any exercise can be dangerous and may pose a risk of physical and psychological injury. In consideration of my participation in this activity, I release the Department of Corrections, its employees, and its agents from all liability. I fully assume the risks associated with my participation in this activity including, but not limited to: dangers from overexertion, improper exercise technique, improper warm-up, my body's frailties, actions of other participants, equipment failure or inadequate safety equipment, my own partial or sole negligence, weather conditions, and the risk of non-serious and serious bodily injury.

Furthermore, my family members, successors, or anyone else with a claim or legal interest in my affairs will not hold the Department of Corrections, its employees, or its agents liable for any claims arising from any injury I sustain while participating in this wellness activity. Should anyone assert a claim, that person or persons will be liable for all expenses incurred by the Department in defending against the claim unless the Department, its employees, or its agents are convicted of willful or wanton negligence.

I acknowledge that I have discussed the onsite activity listed above with my health care provider within the last 6 months, and have been authorized by my provider to participate, or that I have declined health care advice of my own volition.

I acknowledge that I am responsible for the safe and proper operation of any wellness/fitness equipment (e.g., weight lifting equipment, treadmill, stationary bike, yoga kits, stretching gear, resistance of strengthening devices) I use, and for the proper cleaning of that equipment.

I acknowledge that it is my responsibility to update Wellness Activity Liability Release at least annually, but that I will update it sooner if a change in my physical condition requires it or if requested by the Wellness Coordinator/Committee.

I acknowledge that I have read and understand DOC 190.800 Wellness and any related Operational Memorandum/procedures, and that I will comply fully with their requirements.

I acknowledge that this wellness activity is not to be conducted during work time and is not work-related.

If any term or provision of this Agreement is found to be invalid, that will not affect the other terms and provisions, which will remain binding and enforceable.

This release is a contract with legal consequences. I have read it carefully before signing.

Name Signature Date

The contents of this document may be eligible for public disclosure. Social Security Numbers are considered confidential information and will be redacted in the event of such a request. This form is governed by Executive Order 16-01, RCW 42.56, and RCW 40.14.

Distribution: **ORIGINAL** - Wellness Committee/Coordinator (retained 2 years from signed date)