



King County

**Onsite Physical Activity Classes and
Chair Massage
(Employee-Led or Employee-Paid)**

**Acknowledgment of Risk, Waiver of
Liability, and Release of Liability**

This form is to be completed by employees participating in physical activity classes and/or chair massage held on county property including:

1. King County employees participating in instruction or training that involves physical activity
2. King County employees participating in an exercise class or instruction led by another King County employee. Employees may lead classes on a volunteer basis only – ANY REIMBURSEMENT FOR AN EMPLOYEE-LED CLASS IS IN VIOLATION OF KING COUNTY CODE 3.04.020 and will not be allowed.
3. King County employees who self-pay for physical activity instruction or chair massage.

I understand, acknowledge, and agree to the following:

1. Participating and taking part in exercise classes and instruction or chair massage can be hazardous and dangerous activities that can result in harm, loss, damage, injury, and death. King County is not providing any insurance for the benefit of participants of this activity. I acknowledge potential risk and have independently sought any medical approvals as may be necessary.
2. I acknowledge and confirm that said activity is not within the scope of my employment with King County.
3. I have an obligation and responsibility to myself and others to conduct myself in a safe and reasonable manner. I will not visit, participate or take part in the class or chair massage while under the influence of drugs or alcohol or while suffering from or experiencing any condition (illness or injury) that might impair me.
4. I am responsible for checking and maintaining the safety and good operating condition of any equipment that I may use during my participation regardless of where or from whom I may have obtained such equipment. As a PARTICIPANT, I USE EQUIPMENT AND PARTICIPATE IN THE CLASS AT MY OWN RISK AND IT IS EXPRESSLY UNDERSTOOD, ACKNOWLEDGED, AND AGREED THAT KING COUNTY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND/OR AGENTS SHALL NOT BE LIABLE FOR ANY HARM, LOSS, DAMAGE, PERSONAL INJURY, OR DEATH RESULTING FROM MY VISIT, PARTICIPATION, OR USE OF EQUIPMENT. I WAIVE, RELEASE, AND DISCHARGE FOREVER, KING COUNTY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER FOR ANY HARM, LOSS, DAMAGE, PERSONAL INJURIES OR DEATH, DUE TO NEGLIGENCE OR ANY OTHER CAUSE, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PARTICIPATION IN THIS ACTIVITY.

____ (Initials)

5. This agreement is subject to the laws of the State of Washington.
6. I ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY HARM, LOSS, DAMAGE, PERSONAL INJURY, OR DEATH RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PARTICIPATION IN THIS ACTIVITY. I WILL INDEMNIFY KING COUNTY FROM CLAIMS FOR DAMAGE OR LOSS OF ANY KIND RESULTING IN PART OR IN WHOLE FROM MY PARTICIPATION.

_____ (Initials)

7. I represent and acknowledge that I have fully read this acknowledgement of risk, waiver of liability, and release of liability and fully understand each and every provision and that I am of legal age and voluntarily executing this agreement.
8. I acknowledge and agree that this release and waiver is valid and enforceable until rescinded in writing.

Name: _____
(Please Print)

Date: _____

Signature: _____

Address (Home): _____

Phone # (Work and Home): _____

This Waiver does not apply to the filing of claims for medical care under King County's employee health insurance programs.

**Please ensure original copies of forms are returned to:
KC Risk Management, ADM-ES-0320.**