

HPH Fitness Center and Fitness Class Participation Agreement

I agree to utilize any HPH-owned and operated fitness center ("Fitness Center") and/or to participate in any HPH-sponsored fitness class ("Fitness Class") in accordance with the HPH Fitness Center policy and the terms and conditions set forth below.

1. I understand, acknowledge and agree that use of the HPH Fitness Center and participation in Fitness Classes is available only to eligible employees. HPH will determine eligibility in accordance with the HPH Fitness Center policy.
2. I understand, an annual flu vaccine is required in order to utilize the HPH Fitness Center and to participate in Fitness Classes.
3. I understand, acknowledge and agree that the license of an authorized employee or other authorized individual to use the Fitness Center or participate in Fitness Classes is subject to suspension or cancellation at any time and without notice at the sole discretion of HPH.
4. I understand that my use of the Fitness Center and/or participation in Fitness Classes is voluntary and done on my personal time. Accordingly, I understand, acknowledge and agree that use of the Fitness Center and/or participation in Fitness Classes is not compensable by HPH for any reason, is not within the course or scope of my employment with HPH (if applicable), and that any injury or damage resulting from these activities is not compensable under Hawai'i Worker's Compensation laws.
5. I understand and acknowledge that I am solely responsible for my safety and well-being during my use of the Fitness Center and/or participation in Fitness Classes and that there is a risk of serious injury (including permanent disability and death) associated with these activities. By signing below, I expressly assume all risks of harm or damage associated with these activities, whether known or unknown to me now or in the future.
6. I agree to abide by the HPH Fitness Center policy and all Fitness Center and Fitness Class rules, which are all incorporated herein by reference and may be changed by HPH at any time and without notice. I agree to conduct myself in a reasonable and appropriate manner at all times and to refrain from using equipment in a manner inconsistent with its intended design and purpose.
7. In consideration of the privilege to use the Fitness Center and/or participate in Fitness Classes, I expressly agree on behalf of myself, my heirs, executors, administrators, successors and assigns to hold harmless, release and forever discharge any and all claims against Hawai'i Pacific Health and its insurers, employees, officers, directors, parent, sister and affiliated companies, agents, successors and assigns (hereinafter

collectively "HPH") arising from my presence in or use of a Fitness Center and/or my participation in Fitness Classes, including but not limited to claims for personal injuries (including death), regardless of whether such injuries result, in whole or in part, from the negligence of HPH. By signing this Agreement, I assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me and I hereby fully and forever release, discharge and agree to indemnify and hold harmless HPH from any and all claims, demands, damages, including attorney's fees and costs, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out my use of the Fitness Center and/or participation in Fitness Classes.

8. I acknowledge and agree that (a) I have not signed this Agreement in reliance of any promise, representation, and/or warranty not specifically stated in this Agreement (including the HPH Fitness Center policy); (b) with the exception of the release of claims described in paragraph 7 of this Agreement, if any provision of this Agreement is determined by a court or other tribunal of appropriate jurisdiction to be invalid or unenforceable for any reason, that provision (or those provisions) shall be severable and the remaining provisions will continue in full force and effect; and (c) HPH may waive any breach of any term of this Agreement in its sole discretion and any such waiver shall not be construed to be, and shall not be, a waiver of any other breach of this Agreement.

I HAVE READ THE FOREGOING PARTICIPATION AGREEMENT, UNDERSTAND ITS CONTENT AND VOLUNTARILY AGREE WITH ITS TERMS.

Date: _____ Employee ID# : _____

Signature: _____

Print Name: _____

Facility: HPH KMCWC STRAUB PALI STRAUB
 OTHER: _____