

BAYLOR SCOTT & WHITE HEALTH MEDICAL FITNESS PROGRAM CONSENT, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

The exercise and activity opportunities offered by the Medical Fitness Programs provided through affiliates of Baylor Scott & White Health ("BSWH") allow individuals to engage in various exercise and/or physical activities potentially beneficial to one's health and well-being.

However, I recognize and understand that there are inherent risks of engaging in any exercise or physical activity and the use of exercise equipment and swimming pools (collectively, the "Fitness Activities"), and the Fitness Activities may result in various physical and mental conditions, illnesses, and/or injuries.

Such conditions and/or illnesses include, but are not limited to, sprains, strains, broken bones, concussions, lacerations, abnormal blood pressure, heartbeat disorders, fainting, shortness of breath, chest pain, strokes, heart attack, or even death. I further recognize and understand that any and all such risks are compounded in that most of the Fitness Activities are unsupervised.

I hereby agree and consent to voluntarily engage in any and all Fitness Activities, supervised or unsupervised, and to voluntarily use any exercise equipment and swimming pools (as applicable) with full knowledge and appreciation of any and all dangers and risks inherent therein. I hereby assume full responsibility for any and all risks of any bodily injury, illness, death and/or property damage suffered by me.

I hereby release, waive, forever discharge and/or covenant not to sue any BSWH affiliates or their officers, directors, members, partners, agents, employees and representatives (collectively, "Representatives") for any and all loss or damage and/or any claim for, or demands of, any type, known or unknown, on account of or in any way related to any illness, condition, and/or injury to my person or property, or which may lead to my death resulting from or relating to any Fitness Activities.

I hereby agree to indemnify and hold harmless all BSWH affiliates and their Representatives from any and all loss, liability, damage or cost of any type which they may incur as a result of any illness, condition and/or injury to my person or property or as a result of my death resulting from or relating to any Fitness Activities.

I hereby acknowledge that I have read the preceding prior to signing. I am not operating under any disability which may affect my ability to understand this document, and I warrant and represent that I understand that I am executing a consent, release, waiver of liability, and indemnity agreement. **I understand and agree that the effect of this consent, release, waiver of liability, and indemnity agreement is to give up all of my legal rights to file a lawsuit against, or recover money damages from, any BSWH affiliates or their Representatives for any claim resulting from or relating to any Fitness Activities, including any claim for negligence.**

****FOR EMPLOYEES OF BSWH AND ITS AFFILIATES:**

I acknowledge and agree that this event is considered a voluntary, recreational event that is NOT within the course and scope of my employment. By signing below, I understand and acknowledge that I will NOT be entitled to any benefits under the Baylor Scott & White Safe Choice Plan if I am injured during my participation in this Event.

SIGNATURE: _____ **Date:** _____

PLEASE PRINT:

Name _____

Address/City/State/Zip _____

Phone Number (Home)(Work) _____

IN CASE OF EMERGENCY PLEASE CONTACT:

Name _____

Relationship _____

Phone Number (Home)(Work) _____

****FOR EMPLOYEES OF BSWH AND ITS AFFILIATES:**

Employee ID (or SSN): _____