

**RELEASE AND INDEMNITY AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the undersigned and the City of Hamilton, Ohio which is hereby represented by \_\_\_\_\_, in his capacity as City Manager, WITNESSETH:

WHEREAS, the City of Hamilton has on its premises a workout facility which consists of exercise and related equipment (hereinafter "the Facility" and "the Equipment"), for use by employees of the City during nonworking hours. Unsupervised use of this type of equipment could be dangerous and could involve some result of injury to any individual employee using said facility and/or said exercise and related equipment.

NOW, THEREFORE, the parties agree as follows:

1. For and in consideration of the release and indemnity agreement contained herein, the City of Hamilton agrees and contracts with the undersigned employee to allow the employee to use the Facility and the Equipment.
2. For and in consideration of the City of Hamilton's acquiescence in allowing the employee to participate as set forth above, the undersigned employee, for himself or herself, for his/her heirs, executors, administrators, beneficiaries and assigns, does hereby agree and contract to release and hold the City of Hamilton harmless from and against any and all claims, of whatever kind, nature, or legal theory, against the aforesaid parties, brought either by or on behalf of the undersigned employee, the undersigned employee's spouse, the undersigned employee's children, or the undersigned employee's heirs or next of kin, and on account of injury of any sort or death to the undersigned employee which claim is based, in whole or in part, upon the employee's use of the Facility and/or the Equipment.
3. For and in consideration of the City of Hamilton's acquiescence in allowing the employee to participate as set forth above, the undersigned employee, for himself or herself, for his/her heirs, executors, administrators, beneficiaries and assigns, does hereby agree and contract to indemnify and hold the City of Hamilton, its public officials, its officers and employees harmless against any and all damages, claims, losses, liabilities and expenses, including without limitation, reasonable legal fees and expenses which may be imposed upon or incurred by the City of Hamilton because of a claim or cause of action brought by or on behalf of the undersigned employee and the undersigned employee's spouse, for himself or herself, for his/her heirs, executors, administrators, beneficiaries and assigns, which is based in whole or in part, upon the undersigned employee's use of the Facility and/or the Equipment described herein.
4. Further, the undersigned declares that he or she is using the Facility and/or the Equipment voluntarily. The undersigned employee hereby waives and relinquishes all rights to worker's compensation benefits under Chapter 4123 of the Revised Code for any injury or disability incurred while participating in the above activities. This waiver is not intended to bar any worker's compensation claim filed for death benefits by the employee's dependents.

IN WITNESS WHEREOF, I have hereunto set my hand to this Release and Indemnity Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Signature of Employee)

STATE OF OHIO  
COUNTY OF BUTLER

Before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_, an employee of the City of Hamilton, Ohio who acknowledged that she/he did sign the foregoing agreement and that the same is his or her voluntary deed.

\_\_\_\_\_  
Notary Public

The foregoing Release and Indemnity Agreement is hereby accepted and approved by the City Manager of the City of Hamilton, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Manager