

WORKOUT FACILITY RELEASE AND INDEMNITY AGREEMENT

This RELEASE AND INDEMNITY AGREEMENT (hereafter "Release") is made and entered into the date set forth below by the undersigned employee.

WHEREAS, the City of Hamilton Police Department (hereafter the "City") has on its premises a workout facility (hereafter the "Facility") which consists of exercise and related equipment (hereafter the "Equipment") for use by employees of the Police Department during non-working hours. The undersigned employee has requested that he/she be permitted to use the Facility and/or the Equipment and recognizes that use of the Facility and/or Equipment could be dangerous and could result in personal injury or death.

NOW, THEREFORE, for and in consideration of the City's agreement to permit the undersigned employee to use the Facility and Equipment, the undersigned employee agrees as follows:

1. The undersigned employee recognizes the potential dangers, hazards and risks inherent in exercising and in using the Facility and/or Equipment. The undersigned employee understands and acknowledges that the City does not provide supervision in the Facility or use of the Equipment and does not warrant the use of its Facility and/or Equipment. The undersigned employee expressly assumes the risk of personal injury and/or death by using the Facility and/or Equipment.

2. The undersigned employee, for himself or herself, for his/her spouse, children, next of kin, heirs, executors, administrators, beneficiaries and assigns, hereby releases and forever discharges and covenants not to sue the City, its officials, officers, employees and agents (collectively hereafter "Released Parties") from and against any and all damages, claims, losses, liabilities, obligations, costs and expenses of whatever kind, nature or legal theory arising out of or in connection with or resulting from or related to the undersigned employee's use of the Facility and/or Equipment.

3. The undersigned employee, for himself or herself, for his/her spouse, children, next of kin, heirs, executors, administrators, beneficiaries and assigns, hereby agrees to indemnify and defend the Release Parties against any and all damages, claims, losses, liabilities, obligations, costs and expenses, including without limitation, reasonable legal fees and expenses of whatever kind, nature, or legal theory arising out of or in connection with or resulting from or related to the undersigned employee's use of the Facility and/or Equipment.

4. The undersigned employee declares that he or she is using the Facility and/or Equipment voluntarily. The undersigned employee hereby waives and relinquishes all rights to workers compensation benefits under Chapter 4123 of the Ohio Revised Code for any injury or disability incurred while participating in the above activities. This waiver is not intended to bar any workers compensation claim filed for death benefits by the undersigned employee's dependents.

5. The rights of the Released Parties to indemnification pursuant to this Release shall not be exclusive of other rights the Released Parties may have under applicable law or pursuant to any agreement with a third party, by way of insurance or otherwise.

6. The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect.

7. This Release shall be governed in all respects by the procedural and substantive laws of the State of Ohio, without giving effect to its principles or rules of conflict of law to the extent such principles or rules would require or permit the application of laws of another jurisdiction. The sole and exclusive jurisdiction for any dispute that arises in connection with this Release shall be the Butler County Court of Common Pleas. The undersigned employee irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or in connection with or resulting from or related to this Release and the undersigned employee's use of the Facility and/or Equipment.

DATE

EMPLOYEE NAME (PRINT)

EMPLOYEE SIGNATURE