

WAIVER OF LIABILITY AGREEMENT

This Waiver of Liability Agreement (“*Agreement*”) is made on as of the last signature date below (“*Effective Date*”), by and between _____ (“*Employee*”), and Dignity Health (“*Dignity Health*”), a California nonprofit public benefit corporation doing business as Dominican Hospital (“*Hospital*”).

WHEREAS, Hospital operates the employee health center (“*Center*”) within Hospital’s facility to provide Hospital employees and staff, a health and wellness program which includes exercise classes and equipment; and

WHEREAS, Employee is willing to enter into this Agreement with Hospital for purposes of waiving liability for any damage or injury resulting from the use of equipment and/or attendance of class(es) at the Center, upon the terms and conditions of this Agreement as follows:

1. Employee waives any liability or damages against Hospital arising out of any and all use of the Center.
2. Employee agrees and acknowledges that the Center may be used by Hospital employees, on a voluntary basis, during their non-working hours.
3. Employee agrees and acknowledges that hours used in participating or using Center facilities shall not be paid hours.
4. Employee agrees that Center will be used only for the purposes as set forth in this Agreement.
5. Employee agrees to reimburse Hospital for any losses resulting from any damage to Center that may result from Employee’s use of the same. Employee agrees to accept billing from Hospital for such damages, and to make payment within 30 days of such billing. In the event Employee disputes the bill, Employee shall put forth the basis for objection and provide to Hospital within 30 days of the receipt of such bill. The parties agree to abide by the decision of the Hospital President regarding any bill disputes.
6. Hospital may revoke Employee’s privilege to use the Center at any time, for any reason, without notice to the Employee.

Employee agrees to the terms and conditions set forth above and waives any and all claims, causes of action, damages, costs, arbitration requests and lawsuits of any nature whatsoever that Employee may have or that may arise against Hospital for injury to person(s) or property or loss of life, which relate to or arise out of Employee’s use of Center. Employee further agrees to indemnify, defend and hold Dignity Health and each of its affiliates, Hospital, directors, officers, agents, and employees, harmless from any and all claims, causes of action, damages ,costs and liabilities for any personal injury, death, or property damage which arises, directly or indirectly from Employee’s conduct, use and access to the Center.

By signing and printing my name below, I represent that I agree to be bound by the terms and conditions of this Waiver of Liability Agreement:

Employee:

Hospital Authorized Representative:

Signature

Signature

Print Name

Print Name

Date

Date

Circle one

**Dominican Hospital
Physician**

**Dignity Health Medical Foundation Dominican Oaks
Contracted/Traveller**