

## WELLNESS PROGRAM GUIDELINES, RELEASE AND INDEMNIFICATION

Please read this document carefully. By signing it, you are giving up legal rights.

[Box]

I, the undersigned (print name) wish to participate in the Harris County Hospital District d/b/a Harris Health System's ("Harris Health") Employee Wellness Program ("Program"). I understand that the Program incorporates a number of Employee Wellness Activities ("Activities") and that the Activities constitute a variety of approaches to a healthy lifestyle that require active participation in events that may include physical activity, dietary restrictions, disease management and other preventative measures.

I agree that my participation in the Program is at my own risk. I understand that there may be risks and hazards related to participating in the Activities. I have been advised to consult my physician if I have any questions as to whether I should participate in the Activities. I also understand that the risks and hazards that may occur in connection with the Activities include, but are not limited to, abnormal blood pressure response, fainting, dizziness, abnormal heart rhythm, stroke, heart attack, and various muscle and joint injuries.

I further understand that while Harris Health personnel participating in the Activities may be health care providers, they are not providing health care to me in this setting.

I agree to maintain the privacy of other participants in the Activities by not taking any photographs or video footage during my participation in the Activities. I agree to be responsible for monitoring my own condition throughout the program. Should any unusual symptoms occur, I will stop participating and inform the instructor of the symptoms. I further understand and agree that, while the Activities may take place on Harris Health premises, my participation is voluntary, is not within the scope of my employment, and is not required as a condition of my employment. I understand and agree that I will NOT receive any compensation, wages, workers' compensation, or the like for my participation in the program. While participating in the program, I agree to follow any rules or requirements established by Harris Health, including, but not limited to, the rules for any Activities that I participate in during this Program and the directions for any exercise equipment.

In the event that I am physically injured or otherwise require emergency care, I give permission to Harris Health to secure from any licensed hospital, physician, or medical personnel, any treatment considered necessary for any immediate care. I agree to be responsible for payment of any and all medical services provided to me.

### **RELEASE AND INDEMNIFICATION:**

*I, along with my heirs, executors, administrators, family, estate, and assigns, hereby release, and agree to indemnify and hold harmless Harris Health and its Board of Trustees, officers, agents, and employees, contractors, representatives, and volunteers (collectively, "Harris Health") from and against any and all claims and liability of any character, type, or*

*description, arising from any injury, damage, or wrongful death to me or injury or damage to my property, arising during or after completion of Activities, because of my participation in the program Activities, whether or not such claims are caused by the negligent, willful acts or omissions of an officer, employee, agent or employee volunteer of Harris Health, whether passive or active.*

In the event any provision of this agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect.

I understand and acknowledge that my signing this agreement is a prerequisite to my participation in the Program. I further understand that this agreement is made in consideration of Harris Health allowing me to participate in the Activities.

I certify that I have read this form it or have had it read to me, that the blank spaces have been filled in, and that I understand its contents.

Participant's Signature Date

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