



Waiver of Worker's Compensation Benefits for Recreational or Fitness Activities

Cuyahoga County, a political subdivision of the State of Ohio, and all Cuyahoga County Boards, Agencies, Departments and all elected Cuyahoga County Officials for the purposes of workers' compensation only, are included under the Ohio Bureau of Workers' Compensation (BWC) policy with the title Cuyahoga County, policy number 318000012.

In consideration of being permitted to and voluntarily participating in any "Activity" exercise, recreational or fitness activity at any of the Cuyahoga County Agencies or Departments, I for myself, my personal representatives, assigns, heirs and next of kin agree as follows:

Pursuant to O.R.C. §4123.01(C) (3), O.A.C. §4121-3-31, and other related sections, I hereby waive all rights to compensation and / or benefits under O.R.C. Ch. 4123 for any injury or occupational disease sustained during or arising out of any "activities" at any of the Cuyahoga County Agencies that are not explicitly required of me as part of my job duties as described in the position description. This waiver must be signed and dated prior to any employee being allowed to participate in any employer sponsored "activity" and shall be effective immediately after execution by the employee.

I declare that I am a voluntary participant in the Activities facilitated/sponsored by the Agency / Entity falling under the employer risk for Cuyahoga County. I hereby waive and relinquish all rights to worker's compensation and / or benefits under O.R.C. Ch. 4123 for any injury, occupational disease or disability sustained or incurred while participating in "activities." This waiver is valid for two (2) calendar years.

General Release:

I acknowledge, agree and represent that I understand the nature of the "activities" which are defined as follows: Any voluntary recreational activity prior to, during or after work hours or any activity related; to supported or sponsored by Cuyahoga County's Wellness Program. This includes, but is not limited to: utilization of fitness room(s) and equipment, jogging, bicycling, walking for exercise or competition, calisthenics, use of any equipment either provided to me or supplied by me for personal use, participation in any Wellness event, sport activity, walks, runs, marathons etc. and similar activities promoting health and wellness that are supported or sponsored by the County.

I certify that I am able to participate in such "activities" and that I am voluntarily participating in such "activities". I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the "activities".

I fully understand that the "activities" involve potential risks and these risks may be caused by my own actions or inactions, the actions or inactions of another participant, the conditions in which the activities take place, or negligence of others and that there may be other risks and social and economic losses either known or unknown to me or not readily foreseeable at this time. I fully accept and assume all such risks and responsibility for losses, costs and damages I incur as a result of my participation in the "activities."

I hereby release, waive, discharge, covenant not to sue and agree to indemnify and save and hold harmless Cuyahoga County, its elected Officials, respective Administrators, Directors, Managers, Employees and Human Resource Department, other participants and if applicable, the owners and lessors of the premises on which the



“activities” take place releases from all liability, claims, demands, losses or damages on my behalf caused by or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise including negligent rescue operations.

I recognize that before beginning a program of physical activity, I should have a thorough physical examination by a physician who has been informed of my proposed course of activity. I acknowledge that I have either had a physical examination and been given my physician’s permission to participate or that I have decided to participate without the approval of my physician and do hereby assume all responsibility for my actions and physical conditions arising from my participation in any “activities.” Further I understand that the “Releasees” are not responsible for lost, stolen or damaged personal property.

Completed waivers must be submitted in one or more of the following methods:

- Via the Wellness Portal (<https://app.member.virginpulse.com/>)
- Paper Copy provided to department of Human Resources:
Department of Human Resources
2079 East 9th Street, Suite 7-200
Cleveland, OH 44114
Attn: Wellness Coordinator

I have fully read this agreement, fully understand its terms, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of the State of Ohio.

If I fail or refuse to sign this waiver, I acknowledge that I will not be allowed to participate in the sponsored activity.

Employee Signature: _____ Date Signed: _____

Employee Name (Printed): _____

Incorporated by Reference: Ohio BWC Form C-159