



RISK NOTE

SUBJECT: *EMPLOYEE FITNESS ACTIVITIES (WAIVER & RELEASE)

Research has shown that a healthy workplace improves productivity and morale and in many cases results in less time off work due to stress-related illnesses. In response to this research and in keeping with the Province's ActNow initiative, many Health Care Agencies (HCA) are providing space for fitness equipment or fitness activities to create a work culture that focuses on the health and wellness of their employees.

As with any use of its facilities, the HCA could be held liable should an injury occur. It is prudent to have a policy in place that outlines the fitness facilities that are available, when they can be accessed and who may access them. The policy should include a procedure whereby all employees who wish to use the fitness facility or any equipment, sign a waiver before participating in a voluntary fitness program or activity.

A sample waiver is appended to this Risk Note.

It is recommended that the policy be posted in the fitness area along with any applicable signs e.g.

- use of this facility is restricted to employees
- use of this facility and of its equipment is strictly at the employee's own risk
- this fitness area is unsupervised
- employees are advised to check with their personal physician before beginning a program of physical exercise

A separate contract or letter of agreement is recommended for fitness activities provided by an "outside" instructor or an employee leading a fitness class on his/her own time outside of work hours. Key clauses to include are: an indemnification clause; insurance requirements for coverage held by the instructor and proof of licensure.

A sample letter of agreement is also appended to this Risk Note for your consideration.

***For the purpose of this Risk Note only, Employees are defined to include independent contractors, physicians, students and volunteers under the auspices of the HCA.**

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It should be clearly understood that this document and the information contained within is not legal advice and is provided for guidance from a risk management perspective only. It is not intended as a comprehensive or exhaustive review of the law and readers are advised to seek independent legal advice where appropriate. If you have any questions about the content of this Risk Note please contact your organization's risk manager or chief risk officer to discuss.

Appendix 1: Sample Release, Waiver & Indemnity:

XX Health Care Agency

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND LIABILITIES. PLEASE READ CAREFULLY.

Name: _____ (Please _____ Print)

Release, Waiver and Indemnity

I intend to use some or all of the fitness facilities/equipment offered by XX HCA. I have familiarized myself with the fitness facilities/equipment and understand my use is self-directed and unsupervised. I have consulted with a health care professional and agree that I may experience potential health risks, bodily injury or death and I assume full responsibility for those risks or injury.

I hereby release, waive and forever discharge XX HCA and its respective employees, agents and representatives of and from all claims, demands, damages, costs, expenses, actions and causes of action, in respect to death, injury, loss or damage to my person or property however caused, arising or to arise by reason of my use of fitness facilities/equipment, whether as a spectator or participant or otherwise.

I further agree to hold harmless and indemnify the XX HCA and its employees, agents, and representatives from and against any and all claims arising from, or in any way connected with my use of, the fitness facilities/equipment.

By signing below, I acknowledge I have read, understood and agree to the above Release, Waiver and Indemnity.

Participant Name (please print): _____

Participant Signature: _____

Witness Name (please print): _____

Witness Signature: _____

Date: _____

Appendix 2: Sample Letter of Agreement:

LETTER OF AGREEMENT FOR *OUTSIDE INSTRUCTOR/FITNESS LEADER

The HCA agrees (name) _____ (the Instructor/Fitness Leader), of (address) _____ may provide (name the specific activity, e.g. yoga, aerobics, weight training, pilates, etc,) to employees, (including independent contractors, physicians, students and volunteers) and it is agreed and understood:

1. The HCA is not hiring/contracting/employing the Instructor/Fitness Leader or in anyway endorsing the _____ (specific activity).
2. The Instructor/Fitness Leader will indemnify and hold harmless the XX HCA and its employees, agents and representatives from all claims, demands, damages, costs, expenses, actions and causes of action, arising out of the use of the fitness facilities/equipment or activities provided by the Instructor/Fitness Leader.
3. The Instructor/Fitness Leader will maintain liability insurance coverage in amounts and in a form satisfactory to the HCA and provide evidence of coverage to the HCA upon request.
4. If applicable, the Instructor/Fitness Leader will provide to the HCA proof of licensure with any Association/College/Licensing Body,
5. The Instructor/Fitness Leader will receive orientation to the policies and procedures and will abide by all HCA rules and regulations.
6. The Instructor/Fitness Leader will sign the HCA's Confidentiality Agreement and wear an identification badge at all times.
7. It is agreed that the HCA has the right to suspend access without advance notice at times when special restrictions are in place for clinical or infection control reasons.
8. The Instructor/Fitness Leader will not use the HCA in any advertising without prior knowledge and written approval of the HCA.

_____ Name of Instructor/Fitness Leader	_____ Signature of Instructor / Fitness Leader	_____ Date
_____ Name of HCA Admin Authorizing	_____ Signature of HCA Admin Authorizing	_____ Date

***Includes HCA employees providing instruction outside of their normal scope of employment offering fitness activities to HCA employees on HCA property.**