



General Release and Indemnity– Occupational Health and Safety

In consideration of the acceptance of my application for participation in any voluntary physical activity or exercise initiatives provided through the Mackenzie Health Occupational Health and Safety Department:

1. I hereby acknowledge and agree that if I engage in any voluntary physical activity or exercise initiatives provided through the Mackenzie Health Occupational Health and Safety Department, or use any Mackenzie Health exercise equipment or facilities, on or adjacent to the Mackenzie Health premises, I do so voluntarily and that I am personally assuming all risk of injury, illness, damage or loss to myself and my property that might result, including, without limitation, any loss or theft of personal property. I acknowledge that I should consult a physician prior to engaging in any physical exercise or activity and I represent, warrant and acknowledge that I am not aware of any medical condition or any other reason why I should not engage in physical exercise or activity. I hereby acknowledge that I cannot participate in any voluntary physical activity or exercise initiatives provided through the Mackenzie Health Occupational Health and Safety Department during paid work time or volunteer time.
2. I hereby agree on behalf of myself, my personal representatives, heirs, executors, administrators, agents and assigns to release and discharge Mackenzie Health, its officers, directors, employees, agents and representatives (collectively the "Released Parties") of and from any and all claims, demands, damages, costs, expenses, actions and causes of action arising out of my participation in any voluntary physical activity or exercise initiatives provided through the Mackenzie Health Occupational Health and Safety Department, whether or not the same relate to or may have been caused or contributed to by the negligence of the Released Parties or any of them. This release of liability includes, without limitation, injuries which may occur as a result of (a) my use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance by the Released Parties or any of them of any exercise equipment or facilities, (c) negligent instruction, security or supervision by the Released Parties or any of them, and (d) my slipping and falling, or any other incident during my participation in any voluntary physical activity or exercise initiatives provided through the Mackenzie Health Occupational Health and Safety Department, on or adjacent to the Mackenzie Health premises.
3. I hereby acknowledge that the Mackenzie Health does not carry accident or injury insurance for my benefit and also that there may be certain matters for which I could be held at fault personally. In these cases, I agree to be accountable in all respects for my own conduct or omissions and any and all claims, demands, damages, costs, expenses, actions and causes of action, which may arise as a result of my own conduct. I acknowledge and agree that the Released Parties are not liable for the consequences thereof and agree to and do hereby indemnify the Released Parties from (i) any and all damage, loss and expenses incurred by the Released Parties or any of them as a consequence of my conduct or omissions and from (ii) any and all claims, demands, damages, costs, expenses, actions and causes of action which might be made against the Released Parties or any of them arising out of or as a result of my own conduct and omissions.
4. I have been advised by Occupational Health and Safety Department to consult with a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly participate in Wellness Activities; that I am knowledgeable about the proper use of any equipment that I will use and the rules of any wellness activities that I will participate in. If there are any changes to the individual's health, participants must notify Occupational Health and Safety Department of the changes immediately.
5. The Free Membership ends on **December 31, 2023**.
6. COVID-19 Procedures Attestation and Acknowledgement
 - The gym member will strictly follow protocols issued by the Mackenzie Health Hospital based on the guidelines recommended by the Province of Ontario in respect of COVID-19, including practicing physical distancing, wiping down/disinfecting equipment before and after use, badge in/sign in the Wellness Centre to allow tracking.
 - The gym member will attend the Wellness Centre/participate in Wellness activities only if:
 - ✓ Has not been diagnosed with COVID-19 or, if diagnosed previously, attests that the participant has been cleared as noncontagious by public health authority.
 - ✓ Does not have any of the following symptoms: cough, shortness of breath, chest pain, difficulty breathing, fever, chills, abnormal muscle pain, headache, sore throat, painful swallowing, runny nose, new loss of taste or smell, and/or gastrointestinal illness.
 - ✓ Has not returned from a trip outside the country in the last 14 days while not fully vaccinated.



Starting September 22, 2021 access to facilities used for sports and fitness activities and personal fitness training, such as gyms, fitness and recreational facilities is limited to fully vaccinated individuals only. The Ontario government qualifies fully vaccinated individuals as having received 2 doses and passed 14 days since their last shot.

By signing this waiver, I hereby acknowledge that I'm fully vaccinated as per the above criteria and have the proof of vaccination readily available if requested to submit.

I declare that I have carefully read this General Release and Indemnity and that I fully understand that it is a release of liability of legal rights which I, my personal representatives, heirs, executors, administrators, agents and assigns may have against Mackenzie Health, its officers, directors, employees, agents and representatives and an agreement on my part to be personally responsible for my own conduct and omissions. I hereby agree to be bound by the terms and conditions of this General Release and Indemnity.

Name (please print)

Signature

Date

- Mackenzie Health Staff Member
- Physicians
- Contract Worker
- Volunteer