

## Employee Waiver of Liability & Release/Hold Harmless Agreement

**In order for PPS to provide access to its employees to the wellness program we require all employees that wish to participate in this program to read and sign the following Employee Waiver of Liability & Release/Hold Harmless Agreement.**

Please write legibly and provide the appropriate responses in all blank spaces.

Date: \_\_\_\_\_ Participant Name: \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

School Location: \_\_\_\_\_ Department: \_\_\_\_\_ Employee #: \_\_\_\_\_

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**Please initial each paragraph.**

\_\_\_\_ I know that physical activity is potentially hazardous and that I should not engage in any activity unless I am medically/physically able. I certify that I am in good health, and have no reason to believe I am not physically capable of participating in the event. (Remember, it's always advisable to check with your physician).

\_\_\_\_ I assume all risks that are associated with my participation in the employee wellness program, including, but not limited to, injury, property damage, permanent disability, disease and death resulting as a result of my participation in this program.

\_\_\_\_ For and in consideration of being permitted to participate in the wellness program, I hereby waive, release, discharge, hold harmless, and covenant not to sue the Portland Public School District and their officers, employees, agents, and other personnel, all of which are hereafter referred to as the "releases", from any and all liability for any claims, demands, losses or damages on account of any injury, including death or permanent and partial disability, disease, and damage to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise in connection with and/or arising out of my participation in, and medical care received at/during the program for whatever reason. I acknowledge that participation is voluntary. I acknowledge that during the time I am participation in the program I am outside the course and scope of my employment with Portland Public School District, and that Portland Public School District is not responsible under workers' compensation law for any injury that might occur.

\_\_\_\_ I assume all responsibility and agree to indemnify the Portland Public School District and their officers and employees for any acts of misconduct or negligence committed by myself in connection with the aforementioned participation and activity, which may result in damage, destruction, or harm to any property, or injury or death to any person or persons.

\_\_\_\_ This agreement is binding on all persons and entities claiming by, through, for, or on account of their relationship to me, including, but not limited to, my heirs, successors, and assigns.

In signing this agreement, I acknowledge and represent that I have read and understand it; that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; and that I am at least eighteen (18) years of age and fully competent.

By my signature below, on the employee participant signature line, I authorize the Portland Public Schools Payroll Department to deduct \$ \_\_\_\_\_ as a payment for participating in the following program:

I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE TO BE BOUND BY IT.

\_\_\_\_\_  
Employee Participant Signature

\_\_\_\_\_  
Date