

# Treadmill Desk Authorization Request Form And Waiver

## Read Before Signing

I, \_\_\_\_\_, (“Employee”) hereby request authorization to install and use during business hours a treadmill desk (the “Equipment”). In making this request I certify that I am in good physical condition and able to use the Equipment for its intended purpose. I understand that it is advisable to obtain a medical evaluation and my doctor’s approval prior to initiation of any exercise plan, and hereby attest that I have obtained such evaluation and approval to use the Equipment or have voluntarily elected to forgo such examination and approval.

I further understand that [ \_\_\_\_\_ ] (“Company”) has sole discretion in granting or denying this request based on the Company’s assessment as to whether the installation and use of the Equipment may interfere with the effectiveness of my job performance, whether such Equipment will cause a disturbance to other employees, and if this request is sought as a reasonable accommodation for a medical condition, whether such accommodation would result in an undue burden to the Company. I also understand and acknowledge that unless I have made this request in connection or in conjunction with a request for a reasonable accommodation of a medical condition, the Company may revoke my right to use the Equipment at any time for any reason. Even if this request is made in conjunction with a request for a reasonable accommodation, the Company may reevaluate whether the accommodation poses an undue hardship. I also understand that the Company must approve in advance the proposed Equipment I would like to install and use in my office.

## 1. Acknowledgment of Risks and Voluntary Participation

I understand and acknowledge that physical activity and exercise, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The use of the Equipment may require strenuous exertion and sustained physical activity that may place stress on certain bodily systems. I agree and acknowledge that my use of the Equipment may expose me to significant health risks, including severe injury, dismemberment, or even death. I hereby acknowledge that I am aware of the risks associated with my use of the Equipment, whether specifically listed here or not, and I voluntarily elect to use the Equipment knowing that the use of the Equipment may be hazardous to my person or property.

## 2. Assumption of Risk, Waiver of Liability And Release and Indemnity

In consideration for receiving approval to install and use the Equipment, I voluntarily acknowledge and agree to the following:

- a. I KNOWINGLY AND FREELY ASSUME ALL RISKS ASSOCIATED WITH MY USE OF THE EQUIPMENT, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my use of the Equipment to the fullest extent permitted by law.
- b. I willingly agree to use the Equipment for its intended purpose and agree to follow any instructions relating to the Equipment or which I receive from my doctor or other medical professional concerning use of the Equipment.
- c. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Company, its subsidiaries, affiliates, officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE RELATING IN ANY WAY TO MY USE OF THE EQUIPMENT OR THE USE OF THE EQUIPMENT BY ANY OF MY FAMILY MEMBERS, FRIENDS, OR GUESTS.

### 3. Indemnity of Third Party Claims

I also agree, at my sole expense, to INDEMNIFY, DEFEND and HOLD HARMLESS the Releasees from any and all liability, claims, actions, demands, expenses, attorney's fees breach of duty, strict liability actions, and all causes of action, whatsoever that relate to or arise from any person's use of the Equipment with my knowledge or consent. I waive the protections afforded by any statute or law in any jurisdiction including California Civil Code 1542 whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.. I acknowledge that I am familiar with Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

#### 4. Purchase, Installation, And Maintenance; Restrictions on Use:

I agree and acknowledge that as a condition of the Company's approval of this request I will maintain the Equipment in proper working order. I also agree and acknowledge that I will be solely responsible for any costs associated with the purchase, installation and maintenance of the Equipment, unless I am seeking this authorization in connection or in conjunction with a request for a reasonable accommodation of a medical condition. I also agree that as a condition of the Company's approval of this request I will not allow any other individuals to use the Equipment unless they have signed a release approved by the company. I also recognize that although the Company and/or its affiliated companies have granted this request, my use of the Equipment is purely voluntary and DOES NOT CONSTITUTE WORK-RELATED ACTIVITY, and as such, any injury, disability, death, or other loss is not subject to Workers' Compensation laws or benefits.

## 5. Dispute Resolution

In the event of any dispute between you and the Company arising out of or related to your use of the Equipment, including but not limited to the arbitrability of such dispute, all controversies or claims shall be submitted and decided by binding arbitration. Arbitration shall be administered under the rules of the American Arbitration Association's Rules and shall be conducted consistent with the rules, regulations and requirements thereof as well as any requirements imposed by state law. Any arbitral award determination shall be final and binding upon the Parties. This agreement to arbitrate is freely negotiated between Employee and the Company and is mutually entered into between the parties. Each party understands and agrees that they are giving up certain rights otherwise afforded to them by civil court actions, including but not limited to the right to a jury trial. However, it is understood that either party may seek provisional remedies in a court of competent jurisdiction as provided by applicable law. The prevailing party shall be awarded its reasonable attorneys' fees and costs as determined by the arbitrator. Nothing set forth in this agreement changes the at-will nature of the Employee's employment.

1. Please note that only full time employees who have been permanently assigned to an office and who choose to purchase a treadmill desk may request use of a treadmill desk. This restriction may not apply to individuals who request approval for the use of such equipment as part of a request for accommodation of a medical condition.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY 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 LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

X \_\_\_\_\_ Employee ID: \_\_\_\_\_  
(Employee's Signature)

X \_\_\_\_\_ Date Signed: \_\_\_\_\_  
Name (Printed)

### Approval

\_\_\_\_\_ 's request for use of the equipment listed below is hereby approved

By: \_\_\_\_\_

Title: \_\_\_\_\_