



Wellness Consent, Release, and Waiver Acknowledgment Form

I understand and acknowledge that Montgomery College offers eligible employees, spouses, and retirees an opportunity to participate in offerings and activities comprising the Wellness Program. In consideration of being permitted to participate in this voluntary Wellness Program, I agree to the following:

PROGRAM PARTICIPATION:

I understand that Montgomery College is not representing as safe, nor verifying the services, information, equipment, or providers presented in connection with this Wellness Program. I understand and agree that any Wellness Program provider, instructor, etc. may be a separate entity from Montgomery College.

I further acknowledge that the provider of any Wellness Program offering may require me to consent to its terms of use and/or participation conditions, and that my consent and agreement to such terms of use and/or participation conditions is solely between the provider and me. I am solely responsible for any equipment or supplies that the provider of any Wellness Program offering may make available to me. I hereby agree to hold Montgomery College harmless from any liability, responsibility or obligations with respect to any agreements that I enter into with, or participation in any activity led by, any provider of the Wellness Program, and the responsibility for any equipment or supplies that may be provided to me under a Wellness Program offering. Coordinators, instructors, and other agents of the Wellness Program may request and/or require access to my personal and/or health information and I hereby acknowledge that any information that I provide in conjunction with the Wellness Program is voluntarily given. I further release Montgomery College and its contractors, vendors, agents, and employees from any liability or responsibility for any personal, health, or other information that I voluntarily provide related to the Wellness Program to activity providers.

I acknowledge that health-related information and services provided in connection with any Wellness Program offering or communication may not be appropriate or accurate for my individual circumstances. I am advised and I agree to not rely exclusively on advice, information, or results received in connection with this Wellness Program, and acknowledge that I am responsible to consult with my physician and/or other medical providers who are familiar with my individual circumstances and are best situated to advise me on my individual health care matters. The Wellness Program is not a substitute for professional medical advice or treatment. I AM ADVISED TO CALL MY HEALTH CARE PROVIDER IMMEDIATELY IF I THINK I MAY HAVE A MEDICAL EMERGENCY. Montgomery College disclaims any liability for any decisions made based on Wellness Program guidance or information. I understand that any anticipated results from participating in the Wellness Program are not guaranteed.



WAIVER AND RELEASE OF CLAIMS FOR WELLNESS PROGRAM ACTIVITIES:

I hereby release, waive, and forever discharge Montgomery College and all of its agents, officers, and employees ("RELEASEES") from and against all claims and liability for any harm, injury, damage, causes of action, costs, demands, and expenses of any nature which I may have or which may accrue to me, arising out of, or in connection with, any loss, damage, or injury including but not limited to suffering and/or death, that may be sustained by me in connection with my participation in the Wellness Program, whether caused by negligence of the RELEASEES or otherwise.

I understand that there is inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, or other recreational activity. I recognize the term "activities" encompasses all aspects of any program including but not limited to: setting up and taking down equipment, loading or unloading equipment or gear, and traveling to and from the place of activity. Furthermore, I voluntarily assume all such risks and agree to accept personal responsibility for any injuries, permanent disabilities, loss of or damage to my personal property, and loss of life. To the extent I participate in wellness activities that may implicate health conditions, I attest that I am in sufficient physical condition to properly participate in this activity; that I have consulted with my health care provider concerning the appropriate level of physical activity that I should engage in; that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in; and that I will participate in accordance with any instructions, directions, or operating guidance provided.

In the event of an emergency, I authorize RELEASEES to secure any medical treatment deemed necessary for my immediate care. I understand and agree that I will be responsible for payment for medical services rendered and that RELEASEES assume no responsibility for any injury or damage which might arise out of or in connection with any emergency medical treatment.

It is my express intent that this release and hold harmless agreement shall bind the members of my family, my estate, heirs, administrators, personal representatives, or assigns. I further agree TO HOLD HARMLESS, INDEMNIFY AND DEFEND the RELEASEES from any claim by me, or made on my behalf, arising out of my participation in the Wellness Program.

This agreement shall be construed in accordance with the laws of the State of Maryland. If any term or provision of this agreement shall be illegal, unenforceable, or in conflict with any law governing this agreement, the validity of the remaining portions shall not be affected.

By acknowledging electronically, I confirm that I have read and understand the Wellness Consent, Release, and Waiver.

Electronic acknowledgment of this document is a condition of employment at Montgomery College.