



Instructions

- Complete this form to waive workers' compensation coverage for voluntary participation in employer-sponsored recreational activities or fitness programs.
• In the space provided, list all employer-sponsored recreational activities and fitness programs for which the employee wishes to waive workers' compensation coverage. Make a line through any blank spaces.
• The employee must sign and date this form to acknowledge agreement.
• The employer shall retain the original for his or her files and provide a copy to the employee.
• The employer should submit a copy to BWC only when an employee files a claim for an injury or occupational disease sustained in the employer-sponsored recreational activity or fitness program. For further information call 1-800-OHIOBWC (1-800-644-6292).

Form with fields: Employee name (please print or type), Employee Number, Date, Employer name (Northeast Ohio Regional Sewer District), Risk number (20003881)

Pursuant to Section 4123.01(C)(3) of the Ohio Revised Code (ORC), the employer and employee shall list those employer-sponsored recreational activities and fitness programs for which the employee wishes to waive all rights to compensation and benefits under Chapter 4123 of the ORC. The waiver must be signed and dated prior to the date of injury or, in an occupational disease claim, the date of disability. Should an employee sustain an injury or occupational disease in an employer-sponsored recreational activity or fitness program which is not listed, the employee may be eligible for workers' compensation benefits.

Recreational activities/Fitness programs
All activities related to, supported or sponsored by the District's Wellness Program. This includes, but is not limited to: District mini-gyms and equipment; walking (for exercise or competition); jogging; bicycling; calisthenics; use of my personal equipment provided by me for my own personal use; participation in area Wellness events, including but not limited to Corporate Challenge; Rite-Aid Marathon and similar marathons, and activities to promote health and wellness supported or sponsored by the District's Wellness Program. I understand that as the program changes and evolves I will be required to sign another waiver in order to participate in the program.

The undersigned declares that he or she is a voluntary participant in the employer-sponsored recreational activities or fitness programs listed above. He or she hereby waives and relinquishes all rights to workers' compensation benefits under Chapter 4123 of the ORC for any injury or disability incurred while participating in the above activities or programs. This waiver is valid for two calendar years. The waiver may not bar any workers' compensation claim filed for death benefits by the employee's dependents.

Employee signature

Date signed



**NORTHEAST OHIO REGIONAL SEWER
DISTRICT WELLNESS PROGRAM**
Release Agreement

The undersigned, in consideration for being permitted to participate in the District's Wellness Program, sponsored by the Northeast Ohio Regional Sewer District (the "District"), hereby agrees to the terms of this Release Agreement.

I recognize that participating in any activities related to the District's Wellness Program, which includes, but is not limited to, using the GJM Fitness room and equipment; jogging; bicycling; walking (for exercise); calisthenics; use of personal equipment; and participation in the Corporate Challenge and other similar events, may carry a risk of personal injury. I agree to assume all risks that may be associated with or may result from my participation in the Wellness Program. I state that I am free from any known health problems that could prevent me from participating in any of the activities associated with the Wellness Program. I further state that I am sufficiently physically fit to participate in the activities of the Wellness Program.

I certify that I have medical insurance to cover the cost of any emergency or other medical care that I may receive for an illness or injury. I certify that if I do not have medical insurance, I will be personally responsible for the cost of any emergency or other medical care I receive. I expressly consent, in the event of injury, to any emergency medical aid or treatment.

I release and agree to hold harmless the District, its officers, employees, and agents from any and all liability, claims, demands, actions, and causes of actions whatsoever for any loss claim, damage, injury, illness, attorney's fees, or harm of any kind or nature to me arising out of participation in the Wellness Program.

I HAVE READ AND I UNDERSTAND THE ABOVE RELEASE AGREEMENT AND I SPECIFICALLY INTEND IT TO APPLY TO MY PARTICIPATION IN THE DISTRICT'S WELLNESS PROGRAM.

Date: _____

Employee Name: _____

Employee Signature: _____

Employee Number: _____

