

United States Court of Appeals
For the Seventh Circuit
219 South Dearborn Street
Chicago, Illinois 60604

Gino J. Agnello,
Clerk (312) 435-5850

Human Resources
(312) 435-5884
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MEMORANDUM

To: All Employees

From: Kathy O'Malley & Lianna Caro
Human Resources

Re: Chicago Federal Fitness Center (CFFC)

The Chicago Federal Fitness Centers were established in 1988 to provide medically based fitness and wellness programs to Chicago-area federal government employees. You may join the CFFC at any time during your employment with the Court of Appeals. **The Court covers the cost of your membership dues**, and there are two conveniently located centers for your use:

JCK Fitness Center
230 S. Dearborn, SM Level
312/886-2219
6:30 a.m. - 6:30 p.m. Mon. thru Fri.

RHM Fitness Center
88 W. Jackson, Lower Level
312/886-4120
6:30 a.m. - 6:30 p.m. Mon. thru Thurs.
6:30 a.m. - 3:00 p.m. Fri.

For further information on the centers, or to set up an appointment, please call the JCK Fitness Center at 312/886-2219.

NOTE: When you become a member of the Chicago Federal Fitness Centers, you must complete the attached "Informed Consent Agreement and Liability Form" and return it to Human Resources.

**INFORMED CONSENT AGREEMENT AND LIABILITY WAIVER FORM
FOR PARTICIPATION IN A PHYSICAL FITNESS CENTER**

I wish to participate voluntarily in using the Chicago Federal Fitness Centers which includes, without limitation, any use of the premises, facilities, or equipment located therein. I acknowledge that my employer and the contractor are entities independent of one another, and that my employer does not supervise, warrant, or administer the fitness facility and is not responsible for the management of the fitness facility or any of its policies, torts, obligations, business, programs, employees, or agents.

I recognize the potential risks involved with strenuous exercise and inherent in the use of the facility. I represent that at the time of each use of the facility I am physically able to use the facility safely. Understanding the risks involved in my participation in fitness activities, I agree that I will cease my participation in any or all fitness activities if I feel that such participation is too strenuous or places me at specific risk of injury.

In no event will the United States or its officers, employees, or agents, be liable in any way for any personal injury, death, or property loss or damage sustained by or through me in connection with the use of the fitness facility. I agree for myself and anyone claiming through me to defend and hold harmless each such party aforementioned from and against any claim or demand that may be asserted against any or all of them arising out of any such injury, death, loss, or damage. However, this provision will be of no force or effect with respect to any claim or demand covered by the Federal Employees' Compensation Act (FECA), or if, and only if, coverage of the claim or demand is denied under FECA by any liability insurance carried by the facilities-manager/contractor. This agreement may not be construed to relieve any insurance carrier from any duty to pay, adjust, or defend any claim or demand whatsoever.

Unless amended by mutual agreement, this waiver will remain binding and in effect so long as I participate in the physical fitness center.

I have read and understand this document in its entirety.

Signature of Facility User

Date

Print Name

Witness