

Date: \_\_\_\_\_



## Southwire Living Well Fitness Center Participant Information

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Emergency Contact (name): \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

### Participant's Status (please circle):

- Southwire Employee/Spouse
- Dependent
- Retiree
- Other \_\_\_\_\_

### Employee Information:

Southwire Employee Name: \_\_\_\_\_

- *Name of Southwire Employee you are a guest/spouse/dependent of*
- *OR, if you are a retiree of Southwire, please fill out your own name.*

Employee ID: \_\_\_\_\_



## SOUTHWIRE LIVING WELL FITNESS CENTER GUIDELINES – (THE “CENTER”)

This Center is for the benefit of (1) employees of the facility; (2) employees' spouses and dependent children age 15 or over; and (3) Southwire retirees and their respective spouses. For safety and liability reasons, friends of Southwire employees, unless permitted by the Southwire Bring a Buddy Program, and children under the age of 15 are not permitted to use the Center. All spouses of Southwire employees will be required to furnish proof of marital status acceptable to Southwire prior to gaining access to the Center.

**General:** All programs and activity provided at or by the Center are voluntary and are not required for employment, or work duties, on behalf of Southwire Company, LLC or any of its subsidiaries, parent companies, or other affiliates (collectively, “Southwire”). Exercise and participation in events sponsored by the Center is prohibited while on duty. Participants will utilize the equipment, facilities, and activities at their own risk of injury.

All program participants must attend an orientation session including information about the wellness programs offered at the Center and injury prevention guidelines. Participants are encouraged to ask for assistance when using unfamiliar equipment.

All program participants must utilize the designated entrances and sign in at the registry. Failure to enter properly may result in disciplinary action, to include loss of privileges.

All participants should report broken or damaged equipment and/or facility problems immediately to a staff member.

Southwire is a tobacco-free company and therefore no tobacco products are allowed on the premises.

Shirts and shoes are required in all areas of the Center. If the Center includes a gymnasium or any other courts, non-marking court shoes are required to be used on such courts.

Please be considerate of others when using the TV, fans or lights. If you are not using them please turn them off.

Toiletry items are not provided. Please bring your own, if you require them. Hair and body wash is provided in the showers. The Center does provide towels in the locker rooms.

Wear appropriate clothing for the activity you are doing. Lightweight, loose clothing that allows the skin to breathe is the most suitable. Wear clothing that is suitable for a family atmosphere.

If day lockers are available at the Center, they are offered on a first-come, first-served basis and may be locked only when using the facility. We do not provide locks for day lockers. Priority will go to participants who use the facility 8 times or more per month. Please see a staff member to have your name added to the locker waiting list. Center participants who are assigned permanent lockers will lose their right to use a permanent locker if they fail to use the Center the requisite number of times during two consecutive months.

**Please secure your valuables!** Southwire is not responsible for personal items that are lost at or stolen from any Southwire facility, including the Center.

**You are required to consult with your physician before using the Center if any of the following conditions have occurred:**

- You are aware, through your own experience or a doctor's advice, of any other medical or health reason that would prohibit you from exercising without medical supervision.
- A doctor diagnosed you with a heart condition and recommended only medically supervised activity.
- You have had any chest pain within the past month.
- You have had, on one or more occasions, lost consciousness or fallen over as a result of dizziness.
- You have a bone or joint problem that could be aggravated by the physical activity.
- A doctor has recommended medication for blood pressure or a heart condition.
- You have heart disease or a family history of heart disease.
- You have high blood pressure, have high cholesterol, or are a diabetic.
- You are taking any medications requiring limits on physical activity.
- You are currently physically inactive.

**Injury Prevention:**

Progress slowly! Do not rush your conditioning program. DO NOT SUBSCRIBE TO THE THEORY, "NO PAIN; NO GAIN!" Consistent gradual progression is suggested.

Any accident or injury should be immediately reported to a staff member and facility manager. An accident report must be completed to verify claims.

Warm up properly for a minimum of 10 minutes. Do some stretching, push-ups, abdominal crunches, etc. Increase blood flow to the body parts about to be used in exercise.

Cool down slowly (i.e., for about 10 minutes) after exercise. Stretch your muscles. Avoid hot showers and saunas immediately after exercise until sweating has stopped and your body has cooled down.

Drink fluids prior to, during, and after exercise. Alcohol, caffeine, and other diuretics can cause dehydration.

If the Center offers free-weights:

- **Do not drop free-weights!** Choose less weight for control purposes, or use a spotter. Use weight-lifting belts for squats, dead lifts, standing curls, and overhead presses.
- It is required that collars are used at all times when lifting free-weights. We recommend that spotters be used as well.
- Replace equipment (bars, plates, dumbbells, etc.) after use. Leaving a bar loaded with weight damages the bar by warping it.

*I have reviewed the above guidelines, understand them, and agree to comply with them.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if participant is age 15 to 17)

## WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This Waiver of Liability, Release, Assumption of Risk, and Indemnity Agreement (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between \_\_\_\_\_  
**[Full Name of Individual]** (the "Participant") and Southwire Company, LLC, a company organized under the laws of the State of Delaware and having a principal place of business located at One Southwire Drive, Carrollton, Georgia 30119, on behalf of itself and all of its subsidiaries, parent companies, and affiliates ("Southwire").

**NOTICE:** Participant acknowledges that this is a legally binding agreement. By signing this Agreement, Participant is agreeing to relinquish certain rights that Participant may otherwise have at law or in equity in exchange for Southwire's agreement to permit Participant to utilize the Living Well Fitness Center located in Carrollton, Georgia and/or any other fitness or wellness centers located within a Southwire facility maintained and operated by Southwire (collectively known as the "Center") and participate in the activities offered at or through the Center.

### Certification of Right and Ability to Use the Center

Participant hereby acknowledges, agrees, and certifies that: (1) Participant has received a copy of the Fitness Center Guidelines for the center which Participant intends to use (the "Guidelines") and has had an opportunity to thoroughly read such Guidelines; (2) Participant satisfies the criteria set forth in the Guidelines and is therefore eligible to use the Center and engage in activities offered at or through the Center; and (3) Participant has undergone a physical examination by a medical doctor who has determined that Participant is in good health and that Participant has no physical or mental limitations that would prevent Participant from safely using the Center's facilities or equipment or engaging in activities offered at or through the Center.

Participant acknowledges and understands that (1) only the individuals specified by the Center's guidelines are permitted to utilize the Center, (2) Southwire may revoke Participant's access to the Center and Participant's ability to use the Center's resources if Southwire determines that Participant has permitted a third party to access the Center or the Center's activities or resources without Southwire's prior written permission and without such third party having executed all documentation required by Southwire.

### Acknowledgement and Assumption of Risk

In consideration of Southwire's agreement to permit Participant to utilize the Center and its resources, and participate in any way in activities offered at or through the Center, Participant hereby acknowledges, understands, and agrees that:

- (1) Weight training, cardiovascular exercise, and activities involving physical exertion have an inherent risk of serious bodily injury or even death to the person engaging in any of those activities. While the particular equipment used and the participant's level of skill and personal discipline may reduce this risk, such risk can never be eliminated;
- (2) Participant knowingly and freely assumes all of the aforementioned risks and all other risks associated with using the Center and engaging in weightlifting, cardiovascular exercise, and any other activity involving physical exertion at the Center, whether such risks are known or unknown, and whether such risks arise from the negligence of the Center or Southwire or any of Southwire's shareholders, employees, officers, directors, affiliates, contractors, or agents, or any other Center guests, and Participant hereby assumes full responsibility for Participant's participation and activities at and use of the Center; and
- (3) Participant acknowledges and understands that neither Southwire, the Center, nor any of Southwire's employees provide medical or any other form of insurance to Center participants specifically in connection with those participants' use of the Center and participation in any activities offered at or through the Center.

### Warning

Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. Participant is assuming the risk by entering these premises.

### Participant Release, Waiver and Indemnity

Participant hereby agrees on behalf of himself or herself, and on behalf of Participant's successors, assigns, heirs, survivors, representatives, and the executors and administrators of Participant's estate (collectively, "Participant's Successors"), to assume all risk and waive, release, and forever discharge Southwire; Southwire's shareholders, officers, directors, employees, affiliates, agents, and representatives; and other Center guests and participants (collectively, the "Released Parties"), from all liabilities, claims, costs, attorney's fees, damages, demands, causes of action, actions, lawsuits, or judgments of any kind whatsoever, whether arising in law or in equity (collectively, "Claims"), including, without limitation, Claims arising out of tort, negligence, breach of warranty, strict liability, or death or any injury to person or property, which arise out of or in connection with Participant's use of the Center's facilities or Participant's participation in activities offered at or through the Center.

Participant further agrees on behalf of himself or herself, and on behalf of Participant's Successors, to indemnify, defend, and hold harmless Southwire and Southwire's shareholders, officers, directors, employees, affiliates, agents, and representatives, and other Center guests and participants, from and against any and all Claims arising out of or in connection with Participant's acts, omissions, negligence, or other use of the Center or participation in any activities offered at or through the Center.

Participant grants to Southwire Company, LLC and Company's assigns, licensees and successors the right to use his or her image, name and quotes in audio visual forms and internet media for all purposes, including advertising, trade, or any commercial purpose in perpetuity. Participant agrees that Southwire may sell, license, or assign these granted rights to third parties. Participant waives moral rights and the right to inspect or approve versions of images used for publication or the written copy that may be used in connection with the images.

Participant releases Southwire and its assigns, licensees and successors from any claims that may arise regarding the use of participant's image, including any claims of defamation, invasion of privacy or infringement of moral rights, rights of publicity or copyright.

### Medical Attention

If Participant becomes ill or injured while using the Center's facilities or participating in any activity offered by or through the Center and Participant is physically unable to seek and obtain medical assistance for himself or herself, Participant hereby authorizes Southwire to obtain for him or her all necessary medical assistance as Southwire reasonably believes to be necessary under the circumstances. Participant hereby waives any and all Claims arising out of any medical assistance obtained by Southwire for Participant pursuant to the terms of this paragraph, and Participant forever releases the Released Parties from any Claims that Participant may have that arise out of such Southwire-obtained assistance.

### Miscellaneous

- (1) Successors and Assigns. The terms and conditions of this Agreement will inure to the benefit of and be binding upon Participant and Participant's Successors and upon Southwire and its successors and assigns.
- (2) Entire Agreement. This Agreement sets forth the entire agreement between Participant and Southwire concerning the subject matter hereof.
- (3) Amendment. This Agreement may not be amended, modified, or waived in any fashion except by an instrument in writing signed by both Participant and Southwire.

- (4) Severability. If one or more of this Agreement's provisions are determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.
- (5) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to such state's principles on conflicts of law. Each party submits to the exclusive jurisdiction of any state or federal court with jurisdiction in Carrollton, Georgia, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

*Participant hereby executes this Agreement as of the date first above written.*

Name of Participant (please print): \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Name of Parent/Guardian if applicable (please print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_