



Raytheon Fitness Center - Unattended Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to enter a Raytheon Fitness Center (hereafter the Fitness Center) for any purpose, including, but not limited to observation, participating in physical activities or using facilities or equipment in any way, I, on behalf of myself, my personal representatives, heirs, assigns, and next of kin, hereby acknowledge, agree, represent, and warrant with respect to any present or future entry into or use of that Fitness Center that:

1. Immediately upon entering, I will inspect the facilities of the Fitness Center, and I further warrant that such entry into the Fitness Center for observation, participation in physical activities or use of any facilities or equipment constitutes an acknowledgment that I find and accept same as being safe and reasonably suited for the purposes of such observation, participation or use.

2. I am aware that the Fitness Center has facilities and equipment for activities such as weight training, walking, stair-climbing, jogging and running, rowing, aerobic activities, and exercise testing. I understand that participation in physical activities and the use of facilities or equipment at the Fitness Center involves inherent risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. I represent that I am voluntarily observing or participating in Fitness Center activities and using Fitness Center facilities or equipment with full knowledge of all potential dangers involved therein and I further understand that the Fitness Center is an unattended facility and there are no company representatives or staff assigned to monitor my activities at the Fitness Center. I hereby assume full responsibility for and risk of bodily injury, death or property damage (whether due to ordinary negligence or otherwise) arising in connection with my observation, participation in physical activities and use of Fitness Center facilities and equipment.

3. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Raytheon Company, its directors, officers, employees, independent contractors and agents (hereinafter referred to as Released Parties) from any and all liability for loss or damage, and any claim or demands therefore on account of injury to my person or property or resulting in my death, whether caused by the ordinary negligence of the Released Parties or otherwise arising in connection with my presence in, upon or about the Fitness Center or my observation, participation in physical activities or the use of the facilities or equipment of the Fitness Center.

4. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties from any loss, liability, damage or cost (including but not limited to attorney fees) they may incur arising in connection with my presence in, upon or about the Fitness Center or my observation, participation in physical activities or the use of the facilities or equipment of the Fitness Center and whether due to my negligence or otherwise.

5. I understand that this RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the state and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I affirm that I am of legal age, am freely signing this agreement, and that no oral representations statements or inducements apart from this written agreement have been made. I have read this form and fully understand that by signing this form, I am giving up legal rights and remedies that I might have now or in the future. "I understand that my information will be kept secure and in confidence. The information contained herein shall be used for the sole purpose of assisting the staff in the evaluation of my safety for participation. External disclosures of this information will be limited to valid legal requests by law enforcement authorities and government agencies, legal proceedings where disclosure is necessary to protect the interest of the Fitness Center and Raytheon in subpoenas and similar legal process."

_____/_____
Signature of Participant Date Printed Name Employee #

It is highly recommended that you consult your physician before beginning any new exercise program.

