

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE PBA Meeting of April 14th, 2010 ___ AGENDA

DEPARTMENT: Metro Parking

REQUESTED BY: Lynn Lerret, Director,

REQUISITION NO.: _____ REQUISITION SHEET ATTACHED: _____ YES _____ N/A

NAME OF FUNDS: _____

FUND NUMBERS: _____ / _____ / _____

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____ YES
_____ X _____ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 1

AGENDA ITEM READS AS FOLLOWS:

Discussion and possible action to allow OG&E employees to participate in a Wellness Program referred to as a "Boot Camp" on Oklahoma County property located in the motorcycle area of Metro II comprised of six week sessions starting in the middle of April with a 2 week break in between camps. Camp days will be on Monday, Wednesday, and Friday from 5:30 p. m. until 6:30 p. m. Each participant in "Boot Camp" will not be able to exercise without an executed copy of waiver on file with the Director of Metro Parking. (See Attached)

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

 4/8/2010

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: _____ YES _____ N/A

Indicate any privacy-protected information that exists _____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____ APPROVED BY: _____
CHAIRMAN

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RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (Voluntary Participant/Releasor), acknowledge that I am a voluntarily participant in an exercise class, sponsored by Oklahoma Gas and Electric (herein OG&E) described as a Wellness Program that provides guidance, education and a hands-on exercise program, referred to as a "Boot Camp." OG&E, and its Human Resource Benefits Department are responsible for this program and OG&E, and its Benefit's Department has contracted with Eikon, Incorporated, to conduct this Boot Camp. OG&E takes full and absolute ownership, responsibility and liability for this Boot Camp experience and OG&E, its departments, and Eikon, Incorporated assume all liability for each and every OG&E employee who participates in such Boot Camp exercise program and for all conduct of participants who use Oklahoma County property or enter onto Oklahoma County property to participate in such exercise Boot Camp.

The Boot Camp will comprise two (2) Six (6) week sessions, starting the middle of April, 2010, with a two (2) week break in between the camps. Camp Days will be on Monday, Wednesday and Friday from 5:30 p.m. until 6:30 p.m. and participants and instructors and personnel of OG&E have requested use of Oklahoma County's Metro 2 Parking Garage, Oklahoma County, State of Oklahoma, ground floor motorcycle parking area, to conduct this Boot Camp experience. The exercise class/Boot Camp will be the responsibility of OG&E and its contracted party, Eikon, Incorporated, and OG&E represents, as well as Eikon, Incorporated, that certified instructors will conduct the Boot Camp. Participants, instructors and OG&E officials and employees and its Human Resource department personnel understand this Boot Camp will involve a fitness/wellness program routine and could include, but not limited to, physical movements, balancing aerobic, interval and fitness training. The exercise class/Boot Camp will target, among other muscle and body systems of the participants, their gluteus, legs, arms, core abdominals, and the heart. It is also understood that Eikon, Incorporated will not use, neither will OG&E use, any equipment or workout apparatus in this exercise program. Toward the end of each session, Eikon, Incorporated will bring onto the premise some tires to be used in the program, but Eikon and OG&E will be responsible and liable for the use and/or misuse of such tires in the Boot Camp experience, any injury or injuries of participants in using or misusing such tires, and OG&E is fully and absolutely liable and responsible for leaving the area clean and tidy after each Boot Camp session, guaranteeing nothing will interfere with the operation of the Oklahoma County Metro 2 Parking Garage, the motorcycle area, or any area in which participants used, could have used or may have used during participation in the Camp.

With full understanding of the rigors of this exercise class, and as consideration of being allow to exercise within the Oklahoma County Metro 2 Parking Garage, ground floor motorcycle parking area, and only on the times mentioned herein for such Boot Camp, and with acknowledgement that I am aware these activities/exercise classes are hazardous activities and that I could be seriously injured or even killed, or suffer death as a result of participating in these activities/exercise classes, I agree to forever assume any and all risks of bodily injury, death or property damage, whether those risks are known or unknown, and agree to hold harmless and covenant not to sue the County of Oklahoma County, the Board of County Commissioners of Oklahoma County, both officially and individually, the Oklahoma Public Trust Authority, its officials, employees and beneficiaries, any and all supervisors, directors, employees, agents or assignees of Oklahoma County, (Releasees) now or in the future, from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse, legal representative may now have, or may have in the future, for any injury, death, or property damage, or loss of any property or personal belongings, related to my participation in this Boot Camp activity/exercise class, and acknowledge I have no and will have no claim for any injury, loss (personal and/or property), negligence—whether intentional or unintentional, contractual, any cause in equity or otherwise, related to (i) my participation in this activity/Boot Camp exercise class, (ii) the negligence or other acts, whether directly connected to this activity/Boot Camp exercise class or not, and however caused, by any Releasee, and (iii) the condition of the premises where the activity/Boot Camp exercise class is held or occurs, whether or not I am then participating in the activity/Boot Camp exercise class.

I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and/or legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by this Release.

I understand by executing this Release I am aware of its contents. I am aware that this is a Release of Liability and is binding and that the County of Oklahoma County, the Board of County Commissioners, in both their individual and official capacities, the Oklahoma Public Building Authority Trust, its officers and beneficiaries, any and all supervisors, directors, employees and agents of Oklahoma County government will be immune from suit by me and

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that I will have no action against the County of Oklahoma County, the Board of Oklahoma County, the individual members of the Board of County Commissioners, the Oklahoma County Public Building Authority Trust, any supervisor or Director or personnel or employee of Oklahoma County, the Oklahoma County Public Trust, or any employee(s) of such.

I verify that the dangers of the activities of this Boot Camp exercise class and the significance of this Release and Waiver of Liability have been explained to me and understood by me, a voluntary participant. I also understand participation in this exercise class is voluntary; that I will not be required to pay to participate in this class, that any payment made by me to the instructor of the class is voluntary on my part and does not create an employer/employee relationship, and by my participation in this class, such participation will not constitute being an activity sponsored by, insured by, or covered by any liability or responsibility of the County of Oklahoma County, the Oklahoma County Public Building Authority Trust, or any and all employees past, present or in the future of such entities. I expressly waive any right to make any claim against Oklahoma County, Oklahoma County Public Building Authority Trust, any and all employees and officials of such entities for any injury under any constitutional grounds—state or federal, any statutory right—state or federal, any workers' compensation right, any equity or common law right.

I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY BETWEEN ME AND THE COUNTY OF OKLAHOMA COUNTY, THE BOARD OF OKLAHOMA COUNTY, THE STATE OF OKLAHOMA, THE OKLAHOMA COUNTY PUBLIC BUILDING AUTHORITY TRUST, ANY EMPLOYEES OF SUCH, AND THAT I SIGN THIS WAIVER OF MY OWN FREE WILL. WITHOUT A SIGNED WAIVER BY EACH PARTICIPANT IN THE CLASS/BOOT CAMP, SUCH PARTICIPANT WILL NOT BE ALLOWED TO PARTICIPATE ON ANY OKLAHOMA COUNTY PROPERTY IN RELATION TO SAID BOOT CAMP EXPERIENCE. SAID SIGNED WAIVER MUST BE RECEIVED BY LYNN LERRET, OKLAHOMA COUNTY PARKING DIRECTOR BEFORE ANY PARTICIPANT MAY COME ONTO COUNTY PROPERTY TO PARTICIPATE IN SUCH BOOT CAMP.

Executed this _____ day of _____, 2010 before me,

a Notary Public, _____,

My Commission Expires: Number: ____/____/____

My Commission No.: _____

PARTICIPANT/RELEASOR

Signature _____ Print _____

Address: _____ City: _____ State: _____

Zip: _____

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Date: March 14, 2010

Approve OG&E employees to participate in a Wellness Program referred to as Boot Camp.

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA**

Ray Vaughn, Chairman

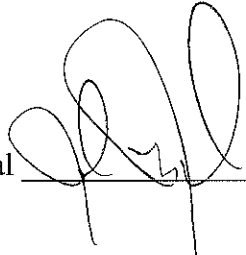
Willa Johnson, Vice Chairman

Brian Maughan, Member

ATTEST:

Carolynn Caudill, County Clerk

Assistant District Attorney's Approval



4/8/2010