

Agreement of Indemnity and Covenant Not To Sue

This agreement is made this ____ day of _____, 20____ by _____, (the "Guest") who is an individual eligible to use the Southwire Company Wellness Center, pursuant to the rules and regulations of the Southwire Company Wellness Center.

WHEREAS, Southwire Company, a Delaware-based corporation, owns certain real property located at 1128 South Park Street, Carrollton, GA known as the Wired For Wellness Health Facility, whereon Guest desires to utilize the Health Facility on this property from time to time as a Guest of Southwire Company.

WHEREAS, the Guest desires to enter into this Agreement in order to utilize the Health Facility.

NOW, THEREFORE, for and in consideration of the use of the above premises and for other good and valuable consideration, the receipt, adequacy, the sufficiency of which are hereby acknowledged by the Guest, it is hereby agreed as follows:

1. The Guest agrees to indemnify Southwire Company, its subsidiaries, officers, directors, shareholders, and employees, and hold the said Southwire Company, its subsidiaries, officers, directors, shareholders, and employees harmless from any and all liabilities, claims, demands, suits, actions, causes of action, charges, damages, fees, or any other legal proceeding brought or made against Southwire Company, its subsidiaries, officers, directors, shareholders, and employees arising out of or relating in any way to any of the Guest's acts, neglect, omissions, or accidents while the Guest is utilizing the Health Facility or in any way arising out of or related in any way to the Guest's utilization of the Health Facility, hereinafter collectively referred to as "Indemnified Claims".
2. The Guest agrees to pay all loss, damages (actual or exemplary), costs expensed, invoices and bills, including attorney's fees incurred, regardless of whether paid by Southwire Company, its officers, directors, shareholders, and employees as a result of Indemnified Claims.
3. Neither payment of a claim or adjudication of liability on a claim is a condition precedent for the enforcement of this indemnity.

4. The Guest does for himself, his legal representative and successors covenant not to sue Southwire Company, its officers, directors, shareholders, and employees for any claims, demands, actions, causes of action, debts, sums of money, suits, damages, responsibilities, and liabilities of whatsoever kind arising out of any injury or death sustained by the Guest while the Guest is utilizing the Health Facility.
5. The Guest acknowledges and understands that the Health Facility is provided only for employees, and Southwire retirees, spouses and dependents (15 and older) who are covered by Southwire medical insurance. If Guest invites or allows anyone access to the Health Facility that has not obtained permission of Southwire Company, the permission of the Guest to utilize the Health Facility may be revoked at any time by Southwire Company.
6. In case of illness or injury during the use of the Wired For Wellness Health Facility, if Guest is incapable of seeking medical assistance, Guest does authorize such physician or medical staff as Southwire Company may designate to carry out any minor medical or surgical treatment and medication necessary, or take Guest to the emergency room or the nearest hospital, and Guest does further authorize the hospital and its medical staff to provide treatment deemed necessary by them for the Guest's well being.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

Student Signature: _____

Parent Signature (if under 18): _____