

Horseshoe Bend School District Use of Fitness Facilities Statement

I _____ have read and understand the Horseshoe Bend School District Fitness Facilities Use (Policy 1041). I agree to fully abide by all the provisions outlined in the policy and understand that failure to follow the provisions outlined in this policy could lead to losing the privilege of using the fitness facilities. I understand that I should always lift with a spotter and must never be in the fitness facilities alone.

Waiver and Release of All Claims

WARNING OF RISK

Use of fitness equipment can pose a substantial risk of injury or even death. This includes, but is not limited to, the use of free weights, spinner bikes, ropes, and elastic band equipment. The exertion from use of fitness equipment can itself result in medical emergencies. It is recommended that each person consult with a physician prior to beginning a fitness regime. Each person is responsible for determining the level of activity of which he/she is capable. Further, each person is responsible for proper and safe use of fitness equipment.

INDEMNITY AGREEMENT

I understand that I am fully responsible for any minor in my care, custody, or control whom I have brought to the facilities. I also understand that I am fully responsible for any adult individual I bring or allow into the facilities without prior school district approval. I agree to indemnify and hold harmless the School District from any and all claims which are brought by, or on behalf of: 1) myself; 2) any minor in my care, custody, or control; or 3) any other individual(s) which are in any way connected with my use of School District Facilities and Equipment.

ASSUMPTION OF RISK RELEASE OF LIABILITY

In consideration of the use of the Horseshoe Bend School District Fitness Facilities and Equipment, and in recognition of the possible perils of the use of exercise facilities, the undersigned, for him/herself and his/her heirs, executors, administrators, and assigns, does hereby release the Horseshoe Bend School District ("District") from any liability, obligation, or responsibility for injuries sustained now or in the future for condition that I may obtain from the use of the Facilities and Equipment therein, and waives and releases all claims, demands, and causes of action which the undersigned might have against the District and its Directors, Officers, employees and volunteers and any others acting on their behalf, from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those acting on their behalf or in any way arising out of or connected with my voluntary participation and/or use of any Equipment at the District. (**Initial** _____)

I understand and am aware that strength, flexibility, and exercise, including the use of the Equipment, are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury or even

death, and I am voluntarily participating in these activities and using Equipment and machinery with knowledge of the dangers involved. I also recognize that life-saving equipment on the premises may not be adequate in the event of a sudden medical emergency and that it may take substantial time for qualified First Responders to reach the Facility. I hereby agree to expressly assume and accept any and all risk of injury or death. **(Initial _____)**

I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my use of the Facilities and/or Equipment. I acknowledge that my use of the Facilities and/or Equipment is voluntary. **(Initial _____)**

I agree to pay attorney fees and litigation expenses incurred by any person natural or legal, whom I, or my heirs, executors, administrators, and assigns, may sue in any effort to challenge this Waiver and Release. **(Initial _____)**

I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss that I may sustain as a result of participating in any and all activities connected with or associated with a fitness program or use of Equipment. I acknowledge that my use of the Facilities and Equipment is not specifically supervised and I assume the risk of learning for myself the appropriate use of the Facilities and Equipment. I also acknowledge that there are no warranties implied concerning the Facilities or Equipment. I do hereby fully release and discharge the District and its officers, agents, employees, and volunteers from any and all claims resulting from injuries (including death), damages and losses sustained by me arising out of, connected with, or in any way associated with the activities of the fitness program. **(Initial _____)**

In any event of an emergency, I authorize the District to secure from any licensed medical personnel any treatment deemed necessary for my immediate care. If emergency care is required for a minor who is under my care, custody, or control and permission is not available from a parent or legal guardian in a timely manner, then I, the undersigned, authorize appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician, or the medical facility providing treatment. I further agree that I will be responsible for payments of any and all medical services rendered. **(Initial _____)**

I have read and fully understand the contents of this Fitness Facilities Use and Release document, and I agree to be bound by its terms. I understand and acknowledge that my agreement to this release is a prerequisite to my use of the Facilities, including Equipment, and I enter into it voluntarily in consideration of being allowed use of the Facilities and Equipment.

Name (printed) _____

Phone Number _____ Date of Birth _____

Address _____

Signature _____ Date _____

Parent Signature for any child under the age of 18: _____

Authorized District Representative Signature _____