



WATERVLIET HIGH SCHOOL FITNESS CENTER

WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND INDEMNIFICATION AGREEMENT

Waiver and Release:

In return for being allowed to use the Watervliet High School Fitness Center, I agree and acknowledge as follows:

- 1. ACKNOWLEDGEMENT OF RISK.** Use of the Watervliet High School Fitness Center involves inherent risks of serious injury or illness, including sprains, strains, broken bones, tears, heart palpitations, and in rare cases, paralysis or death. These risks include, but are not limited to, those caused by over exertion, misuse or malfunction of equipment, slips, falls, and other negligent actions of myself or of staff, other members or guests.
- 2. WAIVER OF LIABILITY AND RELEASE OF CLAIMS.** I do hereby fully and forever release, acquit, and discharge the Watervliet High School Fitness Center, the Watervliet City School District and its employees, agents, representatives, successors and assigns (collectively the "Released Parties") from any and all liability whatsoever arising out of my use of the Watervliet High School Fitness Center and/or arising out of any injuries, losses or damages sustained by me or which may be sustained by me in the future as a result of any act, omission, representation, misrepresentation, violation of code or statute, breach of contract, negligence or breach of any duty or obligation of any nature whatsoever by me, by the staff, employees or agents of the Watervliet High School Fitness Center and the Watervliet City School District, or any other user of the Watervliet High School Fitness Center, whether in law or in equity, whether sounding in tort, in contract or otherwise, or arising out of any use of, dealings with, contacts with, or events in any way connected with my use of or attendance at the Watervliet High School Fitness Center. I assume full responsibility for any risks arising out of my use of the Watervliet High School Fitness Center whether caused by the negligence of the Released Parties or otherwise. I do not release claims based on reckless or intentional acts or the acts by persons who are not one of the Released Parties.
- 3. INDEMNIFICATION.** I agree to indemnify and hold harmless the Released Parties from any and all claims referenced in Paragraph 2 above. I understand this obligation also includes paying or reimbursing the Released Parties for all costs incurred in defending such claims, including attorneys fees expended in defending such claims, whether such claims are made by me or someone on my behalf and regardless of the outcome of the claims.

With knowledge of the risks involved and the rights that I give up, I freely sign this binding Agreement and waive the rights I might otherwise have to bring a claim against the Watervliet High School Fitness Center and willful knowledge of my responsibility of indemnification of the Released Parties. I have considered that if this Waiver of Liability, Release of Claims, and Indemnification Agreement did not provide the protections it gives to the Released Parties, then the costs for using the Watervliet High School Fitness Center would be substantially higher. I do not wish to pay those substantially higher costs. I waive my right to negotiate for different terms of this Agreement.

Signature

Date

Parent/Guardian Signature on Behalf of Minor

Date

Signature on Behalf of Watervliet High School Fitness Center

Date

NOTICE

Any fitness program and the use of the equipment and facilities of the Watervliet High School Fitness Center involve an inherent risk of injury or harm. Each person has a different capacity for participating in fitness activities. The risk involved in using the Watervliet High School Fitness Center is relative to each person's state of fitness or health and his or her awareness, care, and skill when performing any activity at the Watervliet High School Fitness Center.

I use the Watervliet High School Fitness Center's facilities and equipment at my own risk. I am responsible for familiarizing myself with the equipment and facilities. I will use the equipment and facilities in such a way that avoids injury or harm to myself or others.

I represent that I am in good health, based upon a recent medical examination. I represent that I do not have any known physical condition or limitation that would make my use of the equipment and facilities of the Watervliet High School Fitness Center more dangerous.

The Watervliet High School Fitness Center, the Watervliet City School District, their employees and agents are not responsible for advising or educating me or other users as to how to use the facilities or equipment or as to how to undertake a fitness program.

As I use the equipment and facilities and participate in activities at the Watervliet High School Fitness Center, I am aware of these risks, I assume these risks, and I recognize that injury, illness and possibly death may occur as a result of my participation in activities at the Watervliet High School Fitness Center and my use of the equipment and facilities.

X _____
Signature

Date

X _____
Parent/Guardian Signature on Behalf of Minor

Date

X _____
Signature on Behalf of Watervliet Fitness Center

Date



WATERVLiet HIGH SCHOOL FITNESS CENTER

Healthy Body, Healthy Mind

GUIDELINES & RULES

Rules and regulations will be clearly posted and must be followed at all times when using the fitness center. Those individuals not complying with the rules will be asked to leave the facility and may have membership privileges suspended.

1. The Fitness Center will be open 6:00 pm-8:00 pm Monday and Wednesday. The facility will not be open during athletic events being held in the gym.
2. Proper identification is mandatory upon entering the building.
3. All Watervliet City School District staff, students, and community participants must first complete a membership enrollment form and attend an orientation before using the Fitness Center.
4. Please check in at the desk prior to your workout. The minimum grade level for admission is 9th.
5. Follow all safety guidelines. Respect the rights of others and be courteous when using the facility.
6. Limit time on the cardio equipment to thirty (30) minutes.
7. Wear proper athletic attire, i.e., shirts, shorts, sweats, and gym shoes. Check to make sure what you are wearing will not damage the upholstery. Loose or dangling jewelry is not allowed.
8. Help keep the area clean. Food, beverages, and gum are not allowed. Water bottles are allowed as long as they are able to be resealed. Bottles left overnight will be thrown away.
9. The fitness staff has authority over all room conduct and the use of equipment
10. Wipe down machines after each use.
11. Immediately report any facility related injury or facility/equipment problem to the supervisor on duty.
12. Return equipment to designated areas.
13. Ask questions regarding proper use of equipment. Keep fingers, feet, etc. clear of moving parts on the machines.
14. High school athletic teams accompanied by a coach will have use of the equipment on school days from 2:30 pm-6:00 pm.
15. Shower and locker facilities are not available.
16. Fitness Center music and television are controlled by the attendant.
17. Anyone who refuses to follow the established guidelines will be denied the opportunity to use the facility.
18. The Watervliet City School District is not responsible for lost or stolen items.



**WATERVLIET HIGH SCHOOL
FITNESS CENTER**

Healthy Body, Healthy Mind

Hours of Operation

Monday & Wednesday

6:00 pm – 8:00 pm

***** Dates and times are subject to change due to
high school & school district events***