

## Southern Public Schools Fitness Center Usage Application and Agreement

Pursuant to Southern Public Schools ("District") board policy, the district permits patrons to use certain district facilities on an individual, non-commercial basis upon only one application and upon signing a release, waiver, and agreement. These facilities include: fitness center (collectively, the "facilities"). All other facility uses must be approved pursuant to the District's facility use policies and practices.

Applicant Last Name	First Name	Middle Initial	
Street Address	City	State	Zip
Birth date: _____		Email Address: _____	
Work Phone: _____		Cell: _____	
Name of Emergency Contact: _____			
<ul style="list-style-type: none"><li>• Home Phone: _____ Work : _____ Cell: _____</li><li>• Relationship of Emergency Contact: _____</li><li>• Email of Emergency Contact: _____</li></ul>			

**Rules and Regulations:** By signing this Agreement, you acknowledge that the District may establish rules and regulations governing the conduct of guests using the facilities, and you agree to follow them. These include but are not limited to hours of availability, limitations on use of amenities and/or equipment, and limitation of access upon no notice to the Applicant.

**Services and Access:** The District agrees to provide you with use of the facilities and equipment available in the facilities. The District reserves the right to add or delete services, amenities, and hours.

**Superior Interest in Usage.** The primary use of the facilities is for District students and programs. The District reserves the right to close the facilities, in whole or any part, to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

**Compliance with Laws:** In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties. The Applicant understands this may limit access to the facilities with no notice provided to the Applicant.

**Video Monitoring and Other Security Measures.** The District uses security measures such as video cameras on its property and makes recordings as part of its security processes. Video cameras may be used in locations deemed appropriate by the District. The Applicant consents to these security measures.

**RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE SCHOOL DISTRICT'S FITNESS CENTER**

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

**Declaration.** I do hereby declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my safe participation or use of the facilities and equipment. I do further hereby acknowledge that I must obtain a Physician's approval for my participation in activities at the facilities, including the use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to utilize the facilities without the approval of a Physician and do hereby assume all responsibilities.

**Acknowledgment of Risks.** I understand and agree that fitness activities, equipment, and amenities available at the facilities may be strenuous and/or hazardous and I should contact a healthcare professional or doctor before beginning any activities. **I am voluntarily participating in these activities and using the facilities and equipment with full knowledge of the dangers involved.** I understand the risks associated with weight lifting and other available exercise amenities in the facilities, including cardiovascular and other fitness activities, and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or even death. **I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.**

**Release, Waiver and Indemnification.** In consideration of permission granted by the District to use the District's facilities, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the District and the parties named above for all personal injuries or loss of property which I incur by using the facilities and equipment or that otherwise result from my participation in any activities, whether such injuries are caused by my negligence or the negligence of the District or any of its employees, representatives, or volunteers. I agree to indemnify the District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

**Responsibility for Supervision.** I understand that the facilities will be available to me only during hours designated by the administration and that I am responsible for my own use of facilities and equipment at all times. I will inspect the facilities and equipment upon each visit before using any equipment. The District provides no training, supervision, or assistance. Facility hours are Monday through Friday 5:00AM - 8:00AM and Monday through Thursday 6:00PM - 8:00PM. The weight facility is not open on the weekends. The gym floor area is not to be used during these times.

**Compliance with Rules.** I agree to abide by all District rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me pertaining to the use of the fitness center.

**THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.**

Clearly PRINT the following information:

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Southern encourages students entering grades 7 through 12 to use the facilities when they are open and operated by the Southern coaching staff. If an individual under the age of 19 chooses to use the facility during the hours open to the public, they MUST have a waiver filled out and be accompanied by a HOUSE HOLD ADULT that has also filled out the waiver form. All students using the weight room facility MUST be at least 12 years old or entering the 7<sup>th</sup> grade.**

**PARENT OR GUARDIAN IF USER IS UNDER AGE 19:**

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

Clearly PRINT the following information:

Child's Name: \_\_\_\_\_ Child's Birthdate: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Mother's Name: \_\_\_\_\_

Father's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mother's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Fitness Center Rules**

1. No one under 19 is allowed in the fitness center without supervision.
2. Participants must sign the daily log upon entering the facility prior to using equipment and must sign out when leaving facility.
3. Locker room facilities will not be available.
4. DO NOT DROP or BANG THE WEIGHTS.
5. Dumbbells, bars, and weights are to be returned to their proper places at the end of your work out.
6. Please limit use of aerobic equipment to 30 minutes when someone is waiting.
7. Secure pins on the bars before making lifts.
8. Abuse of equipment will result in LOSS of fitness center privileges.
9. NO HORSEPLAY ALLOWED.
10. Please clean and wipe down equipment after use.
11. Keep the facility clean, DO NOT THROW TRASH ON THE FLOOR.
12. **Minors, who do not have a waiver form on file, are NOT allowed to use equipment.**
13. All Student "Code of Conduct" rules apply.
14. Only water bottles are allowed in Fitness Center.