

## FLEMING FITNESS CENTER

### **Release, Assumption of Risk, And Indemnity Agreement For Use of Fitness Center (Weight Room & Old Gym) Must be 18 years or older**

*This indemnification agreement is designed for **individuals** and does not impose an insurance requirement. Groups are to use the Facilities Use Agreement form.*

THIS RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is given by the undersigned Participant and is given by the Participant in favor of Fleming School District (Frenchman School District RE-3) (the "School District") and the Town of Fleming (the "Town").

Inherent Risks. Because of the nature of the program made available at the Fleming Fitness Center (the old gym and weight room) and the equipment that is an integral part of many of the activities, there is an inherent risk of injury to all persons participating in exercise activities at the Center. Your proper use of the facilities and equipment will minimize, but not eliminate, these inherent risks. These risks include, but are not limited to, possible injuries or medical disorders such as heart attack, stroke, heat stress, or other injuries which may arise such as sprains, broken bones, torn muscles, torn ligaments, etc.

Description of Permitted Uses and Activities. **The Fitness Center coordinator must be with the Participant at all times.** No one under the age of 18 may be in the Center unless part of a school sponsored program and under the direct supervision of a coach. Exceptions to the minimum age limit may be made case-by-case as determined by the coordinator. A minimum of two people must be in the weight room at all times the equipment is being used. One must be trained on proper use of the equipment prior to starting an exercise regimen to ensure Participant success and safety. Participants are strongly encouraged to receive clearance by a physician before doing any exercises. Participants must stay in the assigned areas without exception unless prior notice and approval is given by the coordinator or school-approved employee.

Membership. Membership dues are \$15 per month, payable to the Town. Participant must abide by facility rules and the direction of the coordinator, or the membership will be immediately canceled.

Release. In consideration of the permission granted to Participant by the School District to use of the facilities and equipment located in the fitness and wellness center during the 2004-2005 school year, Participant hereby release the School District and Town, its agents, and employees from any and all claims, causes of action, damages, or demands of any kind whatsoever which Participant may have against the School District and Town and the other described parties herein for all damages, including all personal injuries known or unknown, which Participant has or may incur or which may arise during the Participant's use of the equipment and facilities.

Assumption of Risk. Participant, realizing and appreciating the risk and danger in the use of the equipment and facilities, assumes the risk of any and all damages, including personal injury, which the Participant may incur as a result of Participant's use of the equipment and facilities.

Indemnification/Reimbursement. Participant hereby indemnifies and hold the School District harmless from any and all claims, liabilities and causes of action, including its reasonable attorney and expert fees and costs, for injury to any person or for damages to or destruction of property resulting from Participant's use of the facilities and equipment.

Conduct Requirements. Participant understands that all rules, policies and procedures adopted by the District and Town, the school, and the activity sponsor shall apply at all times during the use of the facilities and equipment. Participant is responsible during the use of the facilities and equipment. In the event of Participant's repeated or serious violations of such rules during the use of the facilities and equipment, Participant understands and agrees that Participant may be excluded from his or her continued participation in the use of the facilities and equipment at the District's and Town's sole discretion.

Insurance. Participant understands that the District's insurance coverage will not pay for injuries to Participant or any medical care provided to Participant, and that Participant shall be solely responsible for payment for any treatment or services provided to Participant.

Scope of Promises. Participant agrees that the terms of this Agreement shall also be binding upon any Participant, any sibling of the Participant, and to the claims or rights of any other person in relation to Participant and his or her use of the facilities and equipment.

Modification of Agreement. The District and Town reserve the right to modify this agreement either partially or in its entirety as deemed appropriate.

We, the undersigned, have read this Release, Assumption of Risk, Indemnity, and Power of Attorney and understand all of its terms. We execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, we have executed this Release, Assumption of Risk and Indemnity Agreement effective on the date written below.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
School Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature (if the Participant is under 18)

**Please Print:**

Participant Name: \_\_\_\_\_

Address of Participant: \_\_\_\_\_

Participant's home telephone number: \_\_\_\_\_

Other emergency telephone number(s): \_\_\_\_\_

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