



**ALEXANDER PUBLIC SCHOOL DISTRICT
FITNESS CENTER
MEMBERSHIP AND LIABILITY FORM**

Date of Application: _____ **Birth Date:** ____/____/____ M F

First Name: _____ **Last:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Membership Type: Adult Student

Classification: Student School Employee School Board Member
 Adult

RELEASE, WAIVE OF LIABILITY, AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the Fitness Center for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any way, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities. It is further acknowledged, agreed and represented that such entry into the Fitness Center for observation or use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE FITNESS CENTER FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the Alexander Public School District, its board members, employees, representatives and agents (hereinafter referred to as "releases") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases, the negligent or intentional conduct of the undersigned or third-parties, or otherwise while the undersigned is in, upon, or about the Fitness Center premises or any facilities or equipment therein.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them for any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the Fitness Center premises or in any way observing or using any facilities or equipment of the Fitness Center whether caused by the negligence of the releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releases, the negligent or intentional conduct of the undersigned or third-parties, or otherwise while in, about or upon the premises of the Fitness Center and/or while using the premises or any facilities or equipment therein.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of North Dakota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED has read the above RELEASE, WAIVER AND INDEMNITY AGREEMENT, and the undersigned hereby acknowledges and understands the risks and knowingly and voluntarily agrees to accept full

responsibility for exposure to all such risks. THE UNDERSIGNED further understands that by so agreeing and by signing this form he or she is giving up substantial rights.

CAUTION: READ BEFORE SIGNING

I have read this release and agree to its terms.

Member Signature (Or Parent/Guardian)

Date Signed

Parent or Guardian Signature required if participant is less than 18 years of age

I hereby certify that I am the parent, legal guardian or otherwise responsible for the minor child. I have read the preceding RELEASE, WAIVER AND INDEMNITY AGREEMENT, and I, for myself, and for my minor child, and my respective heirs, executors, administrators, successors, and assigns, and the heirs, executors, administrators, successors and assigns of the minor child, hereby agree to and accept all of the terms of the RELEASE, WAIVER AND INDEMNITY AGREEMENT set forth above, that I have signed this form voluntarily, and that by signing this form I am giving up substantial rights for myself and/or my minor child that it is my intent that the RELEASE, WAIVER AND INDEMNITY AGREEMENT set forth above and incorporated herein shall be binding on me and my minor child.

Signature of Parent/Guardian

Date Signed

Parent/Guardian Name and Relationship

MEMBER CODE OF CONDUCT

The Alexander Public School District expects that the conduct of members of our Fitness Center will be in accordance with school district codes of conduct and policies, as well as other general rules that apply to such a setting. We expect persons using the Fitness Center to adhere to facility policies as follows:

- ✓ Wear appropriate attire including shorts or sweatpants and a top that covers the upper body entirely. Closed toe sneakers are also required. Members should dress in a modest fashion appropriate for the school setting. Bring dedicated shoes to use in the facility. Street shoes are not to be worn in the Fitness Center;
- ✓ Vulgar language including swearing, shouting or name-calling is prohibited;
- ✓ Bullying, harassment, intimidation or threatening conduct of any kind is not allowed;
- ✓ No unauthorized use of cell phones, cameras, or PDA's to take photographs or videos of Fitness Center members in locker rooms, or anywhere in or upon the Fitness Center premises;
- ✓ Theft or behavior which results in destruction of property, or physical contact with another person in any angry or threatening way is prohibited;
- ✓ Any demonstration of sexual contact or activity or improper contact with minors is prohibited;
- ✓ No use of chemicals, tobacco or alcohol on Fitness Center premises or school district property;
- ✓ No weapons or objects that may be used as a weapon allowed in or on Fitness Center premises, or school district property;
- ✓ Follow rules and regulations posted throughout the Fitness Center;
- ✓ Do not drop weights on the floor;
- ✓ Members are recommended not to use barbell weights without a spotter or another member present. If the member chooses to use the barbells without a spotter, it is at their own risk.
- ✓ Wipe down machines after use to prevent spread of illness;
- ✓ Be mindful of other fitness center members waiting to use equipment;
- ✓ Replace all weights and equipment upon completing your use of the item(s);
- ✓ **Younger children are not to accompany members to the Fitness Center.** It is not practical to expect others to supervise your child in the Fitness Center;
- ✓ It is not the responsibility of the Fitness Center to keep track of members' personal items. Leave such items secured in your vehicle or locked in the locker room. The Fitness Center is not responsible for lost or stolen items;
- ✓ Do not let any person into the Fitness Center. Members must use their key fob to enter the premises; and,
- ✓ Any person registered as a sex offender is not allowed in or on Fitness Center premises or school district property.

The Fitness Center reserves the right to terminate any person's membership for any reason at any time, except as prohibited by law. The Fitness Center reserves the right to refuse any guest's privilege to use the Fitness Center facilities at any time and for any reason, except as prohibited by law.

Members and guests are to take personal responsibility and look out for their own safety and the safety of the Fitness Center. If a member or guest observes a problem or encounters a situation they are uncomfortable with they are to report this to the Alexander Public School District.

MEMBERSHIP AGREEMENT

Membership Eligibility

The Alexander Public School District Fitness Center serves residents of the District, non-residents, members of the school district staff, school board members, and students 14 years of age and above. Each member will receive a four digit pin number upon joining the Fitness Center that will allow the member to access the Fitness Center.

Membership Hours & Fees

Membership rates apply as per the charts listed below. **No person under the age of 14 is permitted to utilize or enter the Fitness Center.**

School Year Hours:

Open: 4:00 p.m. - 7:30 a.m. Mon - Fri, 24 hours Sat. and Sun.

Closed to members: 7:30 a.m. – 4:00 p.m.

** The Fitness Center will be closed to members during school hours and school activities.*

Summer Hours:

Fitness Center open 24 hours

Rates:

Adult	\$30/month
Student	\$10/month
School Board Member	Lifetime Membership**
District Employee	Free

*Fitness Center fees will be collected at the Alexander Public School District Office between the hours of 8:00 a.m. and 4:00 p.m. No fees will be collected at the Fitness Center itself. Membership fees may also be mailed in with appropriate paperwork to the following address: Alexander School District Office, P.O. Box 66, Alexander, ND 58831. Cash, check or money order payments only accepted. Fees must be accompanied by all required applicant paperwork including membership form and signed releases. Fees are due at the first of the month.

** The lifetime membership may be adjusted, modified or changed at any time and for any reason by the Board of the Alexander Public School District.

The Fitness Center at their discretion may adjust the membership rates. The undersigned understands that he or she will have at least four weeks' notice prior to any change.

About Our Facility

Once you have received your four digit pin number, members may use the facility. Locker room facilities, including showers, are available for all Fitness Center members. If desired by the member, locks must be supplied by the member and must be **removed after each session**. Personal possessions and items are the sole responsibility of the member and must be removed after each session. The Alexander Public School District is not responsible for lost, stolen or damaged personal possessions regardless of cause or fault. The Fitness Center is a 24 hour facility; however, the Fitness Center is not available to members during school hours. The Fitness Center will not be supervised, but cameras will be used throughout the premises for surveillance and to monitor property damage. The surveillance cameras are not actively monitored, and should not be relied upon during an emergency. In case of emergency, the Alexander Public School District strongly suggests members download the app “SafeTrek,” which allows members to call the police if needed.

Memberships are nonrefundable. TO THE BEST OF MY KNOWLEDGE, ALL THE INFORMATION PROVIDED IS CORRECT AND MAY BE VERIFIED BY THE ALEXANDER PUBLIC SCHOOL DISTRICT FITNESS CENTER. THE UNDERSIGNED READ, UNDERSTANDS, AND AGREES TO THE MEMBER CODE OF CONDUCT AND MEMBERSHIP AGREEMENT.

Signature of Member and/or Parent/Guardian

Date Signed

Parent/Guardian Name and Relationship