

ADA-BORUP-WEST SCHOOLS MULTI-PURPOSE COURTS WAIVER AND RELEASE OF LIABILITY

WAIVER AND RELEASE OF LIABILITY: In consideration of Ada-Borup-West Independent School District No. 2910 (hereinafter referred to as the "School District") permitting members of the public to utilize its facilities and equipment, and with the understanding that the undersigned is under no obligation to use these facilities and equipment but does so of his/her own free will, the undersigned agrees to abide by all the rules of the facility and acknowledge as follows:

WARNING: The undersigned fully understands and acknowledges that there are certain risks and dangers inherent in exercise and strenuous physical activity. Because use of the facilities can involve strenuous physical activity, there is an inherent risk of serious injury, illness or even death. Therefore, each person who uses these facilities is urged to obtain a physical examination from a doctor prior to engaging in the physical exercise activities.

ASSUMPTION OF RISK: In addition, each person agrees to assume all risk of injury, illness, death, damage or loss by theft in regard to any use of this facility including, but not limited to, the locker room, parking area, sidewalk area, or any equipment in the Multi-Purpose area.

On my behalf and behalf of minor children, if any, I seek permission from Ada-Borup-West Independent School District #2910, Ada, Minnesota, to use the Multi-Purpose Courts. As a condition of using the Multi-Purpose Courts, I voluntarily enter into the following Waiver and Release of Liability and agree to the following conditions:

1. I acknowledge that participation in fitness activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid such injuries. I know and aware of all damages associated with participating in fitness activities.
2. I acknowledge the School District staff will not be present outside of normal business hours when I use the Multi-Purpose Courts. I expressly assume all risk of injury while using the Multi-Purpose Courts when no staff are present. I acknowledge that surveillance cameras may be used during the time and I consent to being monitored by such cameras.
3. To the best of my knowledge, I am physically fit and have no physical or medical conditions that would prevent me from participating in fitness activities. I acknowledge that the School District recommends that prior to participating in fitness activities, I should first consult with my physician and abide by any limitations set by my physician.
4. I understand and agree that neither the School District, or any person acting on behalf of the School District, may be held liable in any way for any event which occurs in connection with my use to the Multi-Purpose Courts which may result in harm, death, injury, or other damage to me. The waiver of liability does not waive liability of any injuries that I obtain as the result of willful, wanton, or intentional misconduct by the School District or any person acting on behalf of the School District.
5. I hereby agree to reimburse the School District for damages to property or equipment that are in the result of my conduct.
6. I agree to indemnify and hold harmless the School District for any expenses or liability the School District may occur as a result of my conduct, actions, or omissions while using the Multi-Purpose Courts.

7. I acknowledge that I have read the Multi-Purpose Courts Guidelines and I agree to abide by them in their entirety. I agree that a violation of any part of the Guidelines could result in the sole discretion of the School District to proceed in revocation of my privilege to use the Multi-Purpose Courts. I also acknowledge that the Guidelines may be modified by the School District from time to time and that I agree to abide by said modifications as a condition of continuous use of the Multi-Purpose Courts.
8. I agree that I am responsible for any guests that I bring to the Multi-Purpose Courts. I agree to defend and indemnify the School District for any damage the Multi-Purpose Courts caused by my guests and to defend and indemnify the School District for any claims against the School District arising from the guest's actions.
9. If I have minor children using the Multi-Purpose Courts, I certify that I am the parent or legal guardian of said children and hereby consent to their use of the Multi-Purpose Courts on the same terms set forth in this waiver and release of liability. I also agree that said children will follow any rules.
10. If I should lose or damage the access card, I will pay the School District \$20.00 to obtain a new card.
11. I have read the above and understand the legal significance of signing this document.

NAME (Please Print)

(Date)

SIGNATURE

CARD NUMBER

Multi-Purpose Court Guidelines

1. The hours of public use may vary on a given day. If there is a school activity (regular school hours, games, school sponsored practices, etc.), it is not available to the public during that time.
2. Do not leave children unsupervised.
3. Water, in bottles with lids, is allowed. Food and drinks, other than water, are not allowed in multi-purpose area.
4. Return all gym equipment to their designated places after use.
5. No climbing on bleachers.
6. Must be courteous and respectful of others. You are not the only ones using the facilities.
7. Stay in designated areas and not wander around the school.
8. Please keep the facilities clean.
9. You will be held responsible for any damages caused to the facilities and equipment.
10. Indoor sneakers only, the shoes you wear outside are not allowed.
11. If you are the last person in the gym, PLEASE TURN OFF THE LIGHTS.