



## **The Participant agrees as follows:**

1. Participant represents to the School District to the best of Participant's knowledge as follows: I am physically capable of participating in the Hillsboro Community Fitness Center, I do not suffer from any physical or mental condition and do not take medications which might limit my ability to do so, I have consulted with my personal physician or have elected not to do so, and I will immediately notify the School District in the event of any change in my physical or mental condition or other factors which might prevent or limit my participation in the Fitness Center.
2. **The participant will use the key issued to him/her solely for the purpose of physical exercise in the fitness center and the participant will not allow anyone, other than paid fitness center members listed on this application, into the fitness center. Misuse of the fob, the fitness center, or any school property, will result in the revocation of the participants fitness center membership and fob.**
3. Participant will follow all rules set forth regarding the use of the Fitness Center:
  - a. Shoes that can be worn outside cannot be worn in the Fitness Center.
  - b. Only water in bottles that can be capped are allowed in the Fitness Center
  - c. Leave the machine clean for the next person by following the wipe down procedures
  - d. During periods of high traffic volume, time on the cardio machines will be limited to 30 minutes
  - e. Wear clean, suitable, presentable clothing
  - f. Children/students younger than second semester 7<sup>th</sup> graders are not allowed in the Center
  - g. Children/students are not allowed in the gym
  - h. Foul language will not be tolerated
  - i. Any other rules implemented by the Fitness Center

## **Waiver and Release**

You (Member, each Member and all guests) agree that if you engage in any physical exercise or activity or use any Fitness Center facility on the premises, you do so at your own risk. This includes, without limitation, your use of a cubbie, parking area, sidewalk or any equipment in the Fitness Center and your participation in any activity, class program or instruction. You agree that you are voluntarily participating in these activities and using these facilities and premises and assume all risk of injury, illness, damage or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heir, executives, administrators, agents and assigns) to release and discharge Fitness Center (and our affiliates, employees, or volunteers, agents, representatives, successors and assigns) from any and all claims or entries of action (known or unknown) arising, including any claim for negligence on the part of the Fitness Center. This Waiver and Release of liability includes, without limitation, injuries which may occur as a result of: 1) your use of any exercise equipment or facilities which may malfunction or break; 2) any improper slipping and falling while in the facility or on the premises. You acknowledge that you have carefully read this waiver and release of liability and fully understand that it is a release of liability. You are waiving any right that you may have to bring a legal action to assert a claim against fitness center provider for negligence.

I have read, understand and agree to abide by this Membership Agreement, Permission and Release of Liability form. I also understand that security cameras are installed in the fitness center to monitor all activity.

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

Guardian Signature (if Student): \_\_\_\_\_

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

Fitness Center School Signature: \_\_\_\_\_