

## WYNDMERE FITNESS CENTER MEMBERSHIP AGREEMENT AND WAIVER/RELEASE FORM

1. Participant represents to the School District to the best of participant's knowledge as follows:

- I am physically capable of participating in the Wyndmere 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,
- I will immediately notify the Wyndmere School District in the event of any change in my physical or mental condition or other factors that 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. The participant will not allow anyone other than paid fitness center members listed on this application into the Wyndmere Fitness Center. Misuse of the key, the fitness center, or any school property, will result in the revocation of the participant's fitness center membership and keys with no refund.**

3. Participant will follow all rules set forth regarding the use of the Fitness Center:

- Please change shoes before entering the Fitness Center.
- Only water in bottles that can be capped is allowed in the Fitness Center; no other liquids or food are allowed.
- Use your swipe card each day you use the Fitness Center. (For insurance reimbursement purposes)
- Leave the machine clean for the next person by following the wipe down procedures.
- During periods of high traffic volume, time on the cardio-vascular machines will be limited to 10-15 minutes.
- Wear clean, suitable, presentable clothing.
- Children/students younger than 12 years of age are not allowed in the Fitness Center. Children/students younger than 16 years-old must be accompanied by a parent.
- Foul language will not be tolerated in conversation or music.
- Music will be kept at an acceptable volume. Please be considerate of other people.
- Please shut off sound system and TVs when leaving the Fitness Center.
- If a machines breaks please report the problem, but do not attempt to fix it.
- The Fitness Center reserves the right to modify these rules.
- If your card is lost, a \$10 replacement fee will be assessed for a new card to be issued.

### Waiver and Release

You 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 locker, 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 the Wyndmere Public School and the Wyndmere Community Center Board (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.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_.

If under 18,

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_.