

## **RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE SCHOOL DISTRICT'S FITNESS CENTER**

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

**Declaration.** I do hereby further declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my participation or use of the facilities and equipment. I do further hereby acknowledge that I have been informed of the need for a Physicians approval for my participation in exercise/fitness/weight loss activities, or use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to participate in activities, use equipment and weight loss without the approval of a Physician and do hereby assume all responsibilities.

**Acknowledgment of Risks.** I understand and agree that fitness activities including weight lifting may be strenuous and/or hazardous activities, and I should contact a healthcare professional or doctor before beginning any new activities or weight loss program. I am voluntarily participating in these activities and using the facilities and equipment with full knowledge of the dangers involved. I understand the risks associated with weight lifting in the fitness center and other fitness activities, and that those risks include, but are not limited to, the possibility of concussions, repetitive motion injuries, overexertion, cuts and lacerations, eye injuries, muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or death. I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.

**Release, Waiver and Indemnification.** In consideration of permission granted by Shelby-Rising City Public Schools (the "School District") to use the School District's fitness center, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the School District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the school district and the parties named above for all personal injuries or loss of property which I incur by using the fitness center and its equipment or that otherwise result from my membership or participation in any fitness center activities, whether such injuries are caused by my negligence or the negligence of the School District or any of its employees, representatives, or volunteers. I agree to indemnify the School District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

**Responsibility for Supervision.** I understand that the fitness center will be available to me only during hours designated by the administration and that I

am responsible for my own use of the fitness center and equipment at all times. I will inspect the facilities and equipment of the fitness center upon each visit before using any equipment.

**Compliance with Rules.** I agree to abide by all School District and/or fitness center rules now in force or that may be adopted in the future, and all directives given to us pertaining to the use of the fitness center.

**THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.**

Clearly PRINT the following information:

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Birthdate: \_\_\_\_\_ City & Zip: \_\_\_\_\_  
Date: \_\_\_\_\_ Phone C or H: (\_\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
Signature: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**PARENT OR GUARDIAN IF MEMBER IS UNDER AGE 19:**

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

Clearly PRINT the following information:

Child's Name: \_\_\_\_\_  
Child's Birthdate: \_\_\_\_\_  
Father's Name: \_\_\_\_\_  
Mother's Name: \_\_\_\_\_  
Father's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Mother's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

**For Office Use Only**

Membership Type:  Individual  Family/Couple  Senior Citizen  Out of District  
Membership Length:  3 Month  6 Month  Annual/Year  
Paid by \_\_\_\_\_ \$\_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_ Initial \_\_\_\_\_