

Pingree-Buchanan Public School District

Fitness Center Waiver and Release of Liability

In consideration of being able to use the Pingree-Buchanan Fitness Center, I hereby release, waive and discharge Pingree-Buchanan Public Schools, its employees, independent contractors and agents from any and all liability for loss or damage, and any claim or demands therefore on account of injury to my person or property, whether caused by the ordinary negligence of the Released Parties or otherwise arising in connection with my presence in, upon or about the Fitness Center or my observation, participation in physical activities or the use of the facilities or equipment of the Fitness Center.

I also hereby voluntarily waive, release and covenant not to sue the above named persons for any such claims resulting from negligence, both present and future, that may be made by any family members, any personal representatives, heirs, beneficiaries, or assigns arising out of or relating to the foregoing.

I understand that I must be able to use all equipment independently. I am aware that the activities may include vigorous cardiovascular activity (i.e. aerobics, treadmills, bicycles) and strenuous exertion of strength training (i.e. weight machines, free weights). I understand that these and other physical activities at in the area may involve certain risks, including but not limited to, death, heart attack, stroke, serious neck and spinal injuries resulting in complete or partial paralysis and injury to joints, muscles or bones. I am voluntarily participating in the activities with knowledge of the dangers involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death. I further understand that I need to report any injuries through the reporting portal and any expenses incurred from care or treatment for the injury are my responsibility.

I understand that this waiver is intended to be as broad and inclusive as permitted by the State of North Dakota and agree that if any portion is held invalid, the remainder of the Waiver and Release of Liability will continue in full legal force and effect.

I affirm that I am of legal age, that I understand the terms and provisions hereof, and am freely and voluntarily signing the Waiver and Release of Liability. My signature hereto acknowledges my full understanding of this Agreement and my agreement to abide by and be bound by all of the provisions herein.

I HAVE READ THIS FOREGOING RELEASE, AND UNDERSTAND ITS TERMS. I FREELY AND VOLUNTARILY SIGN THE SAME.

NOTICE: THIS IS A RELEASE – PLEASE READ BEFORE SIGNING!

Printed Name

Signature

Date

Pingree-Buchanan Public School District

Fitness Center Agreement

The following items must be reviewed with each member before access to the fitness center is granted for unsupervised fitness use.

Facility maintenance and cleanliness:

- _____ I will clean equipment before and after each use.
- _____ I will use indoor shoes in the fitness center and remove any outside shoes prior to entering the fitness center.
- _____ I will return all equipment and weights to their original location after use.
- _____ I will report any equipment issues/malfunctions to administration immediately.

I also acknowledge and agree to the following:

- _____ Individuals under the age of 18 are NOT allowed to be in the fitness center unsupervised.
- _____ I will swipe my key fob for access at each use of the fitness center.
- _____ Key fobs must only be used by the individual they are issued to. If you are bringing guests into the fitness center, they must sign in on the sheet outside the door.
- _____ Hours of unsupervised fitness: 5pm – 7am weekdays; 24 hour access weekends.
- _____ Users must pay an annual fee of \$100 to utilize the fitness center.
- _____ Fitness is unsupervised and at your own risk.
- _____ No assistance is provided for exercise assessment, programming or technique.
- _____ Towels/water bottles/other personal items cannot be stored in the fitness center.
- _____ Restricted areas/equipment
 - Music Room
 - Construction Technology Room
- _____ Access will be denied for anyone who disrespects the Fitness Center and/or does not comply with expectations. This facility is used by our students and athletes and must be left better than you found it.

I have reviewed and understand the expectations of the Fitness Center and unsupervised fitness. I agree to respect the expectations noted above. I understand that I will be held responsible for the items above.

Printed Name

Phone Number

Signature

Date

List Name(s) of any family members that will be utilizing the fitness center under this agreement.

