



**Students choosing to excel; realizing their strengths.**

To: Board of Education  
From: Dr. Melanie J. Oppor  
Date: February 12, 2019  
Re: New Fitness Center Guidelines - Draft

The purpose of this memo is to begin the conversation of establishing guidelines for the public use of the new fitness center to be constructed at Little Wolf Jr./Sr. High School. The Elcho School District and the School District of Weyauwega-Fremont are the models used to offer some ideas on establishing SDM guidelines.

**Hours of Operation:**

- Elcho – 7 days a week

Hours of operation are:

- Monday-Thursday: 6:00-8:00 am and 5:00-8:00 pm
  - Friday: 6:00-8:00 am
  - Saturday, 9:00 am – 12:00 pm
  - Sunday, 4:00-6:00 pm.
- W/F - Monday, Tuesday, Wednesday, Thursday, and Friday from 5:30 a.m. to 7:00 a.m. and then again open from 6:30 p.m. to 8:30 p.m. Saturday open hours will be from 7:00 a.m. to 10:00 a.m. with Sunday evening hours of operation from 5:00 p.m. to 8:00 p.m.

**Patron Age/Grade Requirements:**

- Elcho - Age 18 and older are welcome to use the facility, as are students, 13 years of age or older, provided they are under the supervision of the fitness center supervisor, coach, teacher or parent. Children age 12 and younger are not allowed in the fitness center.
- W/F - Adult patrons of the Fitness Center are considered individuals 18 years of age or older and not currently enrolled in the Weyauwega-Fremont School District. Students in grades 6-12 enrolled in the School District of Weyauwega-Fremont are permitted to use the fitness center during public usage hours.

**Access Point:**

- Elcho - The fitness center has its own side entrance, and members can park in the west event parking area at the intersection of Owano and Arcola Streets. Members will have full use of strength and cardio equipment, including cross-trainer machines, free weights, recumbent bikes, treadmills and a cable motion dual adjustable pulley station.
- W/F – Not noted.

**Training Requirement:**

- Elcho - A supervisor will be on duty during these times to help register, provide basic equipment instruction and maintain the facility.
- W/F - All individuals wanting to utilize the fitness center during designated public hours of operation must complete the waiver of responsibility and fitness center rules of recognition before usage.

**Fees/Membership:**

- Elcho - We offer annual and 3-month memberships. Annual memberships run January 1-December 31st and are pro-rated based on when you sign up.

**Annual membership rates** (anyone 18 years or older - not a current Elcho school student):

- Individuals: \$48.00/year
- Seniors (60 years+): \$36.00/year
- Daily rate: \$3.00/day
- Current Elcho school students: free

**Three-month membership rates (available year round):**

- Individual: \$12.00
- Seniors (60+): \$9.00

These fees will help with the on-going maintenance/replacement of equipment and supervision for the center.

- W/F –

Monthly and annual fitness center fees are established for in and out of District residents.

District Resident Individual Monthly	\$10.00	Non-Resident Individual Monthly	\$30.00
Resident Individual Yearly	\$20.00	Non-Resident Individual Yearly	\$300.00
Resident Family Monthly	\$30.00	Non-Resident Family Monthly	\$40.00
Resident Family Yearly	\$40.00	Non-Resident Family Yearly	\$400.00
Resident Senior Citizen (Age 60 or Older)	Free		

**Signatures/Liability Statements:**

- Elcho – Those who wish to use the fitness center must complete a **Fitness Center Recreation Agreement** which is also available in the school office, fitness center open hours or by contacting ???, and pay the appropriate fee.
- W/F - All individuals wanting to utilize the fitness center during designated public hours of operation must complete the waiver of responsibility and fitness center rules of recognition before usage.

**Locker Room and Changing Rooms:**

- Elcho – Not noted.
- W/F - District locker room services are only available to school-age children who are permitted to be in the fitness center. Public usage of the high school locker room amenities is not allowed.

**Indoor Walking Schedule:**

- Elcho - The commons area of the Elcho School is open to the community for walking from 6:00 to 7:15 a.m., Monday through Friday, on days when school is in session, free of charge. At this time, only the commons area is open for walking. Please enter the building through the fitness center entrance (west parking area). You must sign the ESD Recreation Agreement prior to using our facility. Please Note: For everyone's safety, we ask that you leave by 7:15 am as students and buses start arriving by 7:30 a.m., and you will not be able to leave parking lot while buses are present.

**SCHOOL DISTRICT OF MANAWA FITNESS CENTER USER AGREEMENT**

This form must be completed by ALL individuals requesting use of the School District of Manawa Fitness Center and be returned to the District Office located at 800 Beech Street, Manawa, WI 54949.

Use of the School District of Manawa Fitness Center pursuant to this Agreement constitutes a "recreational activity" under Section 895.523, Wis Stats, and is subject to this recreational agreement's terms, conditions and notices.

If use is approved, this form will constitute the written recreational agreement governing the User's use of the School District of Manawa Fitness Center.

**Requesting Users:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Family members in grades ??? or age??? (Will there be an age limit?) requesting use:**

\_\_\_\_\_

**Address:** \_\_\_\_\_  
Street City State Zip

**Phone#:** (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W) \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**School District Resident:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Membership Type:** Individual \_\_\_\_\_ Family \_\_\_\_\_ Monthly \_\_\_\_\_ Yearly \_\_\_\_\_

**Amount:** \$ \_\_\_\_\_

**Conditions for Use.** All facility users must abide by all policies, rules and regulations of the School District of Manawa, including the attached Fitness Center rules and regulations.

**Emergency Contact Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Medical Concerns and Allergy Information.** Please list any medical concerns and allergy information that staff or medical personnel should be aware of in the event of an emergency:

\_\_\_\_\_

\_\_\_\_\_

**Name of Primary Physician:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_



## WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND INDEMNIFICATION AGREEMENT

This Waiver of Liability, Release of Claims, and Indemnification Agreement is a binding agreement between

\_\_\_\_\_ (applicant) and the School District of Manawa (“District”).  
I agree and acknowledge as follows:

1. **ACKNOWLEDGEMENT OF RISK.** The District provides use of the Fitness Center which is valuable to me and of which I desire to use. I am aware of the inherent risks of serious injury or illness, including, sprains, strains, broken bones, tears, heart palpitations, and in rare cases, paralysis or death that may result from participating in physical activity or my presence or use of Fitness Center. These risks include, but are not limited to, those caused by over exertion, incorrect form or technique, misuse or malfunction of equipment, slips, falls, and other negligent actions of myself, staff, or other users. I willingly assume this risk. I accept full responsibility for the risks that I am exposing myself to and I accept full responsibility for any injury, illness or death that may result while present at or from participation in any activity or exercise at the Fitness Center. With this knowledge, I am willingly and voluntarily participating in physical activity, and being present at the Fitness Center.

\_\_\_\_\_ **Initial**

2. **WAIVER OF LIABILITY AND REALEASE OF CLAIMS.** I fully and forever release, acquit, and discharge the District and it employees, administrators, Board members, agents, representatives, volunteers, successors, and assigns (collectively the “Released Parties”) from any and all liability, losses or damages sustained by me or which may be sustained by me in the future as a result of any act, omission, representation, misrepresentation, violation of code or statute, breach of contract, negligence or breach of any duty or obligation of any nature whatsoever by me, by the Released Parties, or any other person, whether in law or in equity, whether sounding in tort, in contract or otherwise, or arising out of or in any way connected with my participation in, my presence at or my use of the District’s Fitness Center, or arising out of any injuries. I assume full responsibility for any risks whether caused by the negligence of the Released Parties or by others. I do not release claims based on reckless or intentional acts, and I do not release claim based on the acts by others who are not Released Parties. Users are notified by this paragraph that the District does not, in connection with authorizing access to and the use of District property under this facility use request/agreement, provide any user or any participant with any type of personal insurance coverage, personal accident coverage, or other personal coverage for any other type of expense, damage, or loss, including but not limit to medical expenses.

\_\_\_\_\_ **Initial**

3. **INDEMNIFICATION.** I agree to indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including claims for reimbursement, repayment of subrogation of amounts paid on my behalf by third parties relating to any injury or losses I may suffer and have released under paragraph 2 above. I also agree to indemnify and hold harmless the Released Parties from any damage to property or injury, illness or death that I may cause to myself or others. I understand my obligations also include paying or reimbursing the Released Parties for all costs the Released Parties incur in defending or resolving such claims, including attorneys’ fees, whether such claims are made by me or someone on my behalf and regardless of the outcome of the claims. I accept full financial responsibility to indemnify the Released Parties, and I accept full financial responsibility for any damage to property or injury, illness or death that I may cause to myself or others.

\_\_\_\_\_ **Initial**

4. **IMMUNITIES.** In addition to the immunities from liability and the negation of specific legal duties as provided under Section 895.523, Wis. Stats., the School District of Manawa, the Board, and all officers, employees and agents of the District also fully retain all other legally enforceable (1) immunities from liability; (2) limitations on liability and monetary judgments; and (3) rights to seek or claim indemnification.

\_\_\_\_\_ **Initial**

With knowledge of the risks involved and the rights that I give up, I freely sign this binding Agreement and waive the rights I might otherwise have to bring a claim against the Released Parties and with full knowledge of my responsibility of indemnification of the Released Parties. I have considered that if this Waiver of Liability, Release of Claims, and Indemnification Agreement did not provide the protections it gives to the Released Parties, then the costs for engaging in this activity for me would be substantially higher. I have considered whether to pay substantially higher costs rather than negotiating different terms than in this Agreement. I do not want to pay those substantially higher costs or negotiate other terms to this Agreement. I waive my right to negotiate for different terms of this Agreement, and I accept the terms of this Agreement.

**User's Affirmation. The individual signing below affirms by his/her signature that s/he is obligated to follow the Agreement's terms and conditions.**

**Signature of Applicant:** \_\_\_\_\_

**Printed Name of Applicant:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

Adapted from School District of Weyauwega-Fremont School District



## School District of Manawa Fitness Center Rules & Regulations

Welcome! We are happy to provide you the use of the District's Fitness Center. In order to keep the Fitness Center in quality condition, the following rules have been established for all authorized users.

- All patrons must complete a training program on how to use the fitness equipment. The purpose of the training is to ensure that the equipment is being used properly to prevent injuries.
- Adult patrons must sign a *Waiver of Responsibility* and *Fitness Center Rules*.
- Students in Grades 6-12 must sign the *Fitness Center Rules*, and must be supervised by a Fitness Center staff person or trained school staff member when using the Fitness Center.
- **Individuals who have not reached sixth grade are not allowed in the Fitness Center at any time. ??? (must be with parent?)**
- Patrons must sign the "User's Log" each time they use the Fitness Center.
- Street shoes (including athletic shoes) are not allowed in the Fitness Center. Patrons **must** change into a clean pair of athletic shoes before using the Fitness Center.
- Appropriate dress must be ensured and maintained in a school environment.
- Patrons can have water bottles in the Fitness Center. No sports drinks or food/snacks are allowed in the Fitness Center.
- Use of the Fitness Center by physical education classes or athletic teams takes precedence over individual use.
- Patrons agree to follow all Fitness Center rules and additional rules posted in the Fitness Center. In addition, student users agree to follow all school policies as outlined in the parent-student handbook.
- Adult patrons using the Fitness Center (those 18 years of age and older) must pay user fees for use of the Fitness Center as established by the District.
- Only students currently enrolled in **Grades 6-12** in the School District of Manawa are permitted to use the Fitness Center. These students may use the Fitness Center at no cost.
- Changing room usage is available to Fitness Center patrons. **District school-aged children who are permitted to be in the Fitness Center may use ???**. Public usage of locker room amenities is not allowed.

I have read these rules and understand them. I agree to follow the rules at all times. I accept liability for my own actions and safety while using the School District of Manawa Fitness Center.

I understand that failure to follow all policies and rules will revoke my Fitness Center privileges. I understand that I will be held financially responsible for any damage I cause to school facilities and property.

Patron: \_\_\_\_\_

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