

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 Board of Education Policy 7510 – Use of Facilities 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 6th-12th 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 the 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 he/she is obligated to follow the Agreement's terms and conditions.

Signature of Applicant: _____

Printed Name of Applicant: _____

Date Signed: _____