Leigh Community Schools Usage

Application and Agreement

Pursuant to Leigh Community Schools board policy, the district permits patrons to use the Fitness Center on an individual, non- commercial basis upon only one application and upon signing a release, waiver, and agreement. These facilities include: Fitness Center. All other facility uses must be approved pursuant to the District’s facility use policies and practices.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Applicant Last Name |  |  | First Name |  |  |
| Street Address |  |  | City |  | State |  | Zip |

 Birth date:

Work Phone:

Home Phone:

Cell: \_\_

Email:

Name of Emergency Contact:

* Home Phone: Work : Cell:
* Relationship of Emergency Contact:
* Email of Emergency Contact: \_\_\_\_\_

Rules and Regulations: By signing this Agreement, you acknowledge that the District may establish rules and regulations governing the conduct of guests using the fitness center, and you agree to follow them. These include but are not limited to hours of availability, limitations on use of amenities and/or equipment, and limitation of access upon no notice to the Applicant.

Services and Access: The District agrees to provide you with use of the fitness center and equipment available. The District reserves the right to add or delete services, amenities, and hours. You will be provided access to the fitness center only. Membership fees are $10.00 a month or $120.00 a year for District Patrons, Families, or Individuals. Non-District membership is $240.00 a year

Superior Interest in Usage. The primary use of the facilities is for District students and programs. The District reserves the right to close the facilities, in whole or any part, to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

Compliance with Laws: In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties. The Applicant understands this may limit access to the facilities with no notice provided to the Applicant.

Video Monitoring and Other Security Measures. The District uses security video cameras on its property and makes recordings as part of its security processes. Video cameras will be used at all times. The Applicant consents to these security measures.

# 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 declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my safe participation or use of the facilities and equipment. I do further hereby acknowledge that I must obtain a Physician’s approval for my participation in activities at the facilities, including the 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 utilize the facilities without the approval of a Physician and do hereby assume all responsibilities.

Acknowledgment of Risks. I understand and agree that fitness activities, equipment, and amenities available at the facilities may be strenuous and/or hazardous and I should contact a healthcare professional or doctor before beginning any activities. 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 and other available exercise amenities in the facilities, including cardiovascular and other fitness activities, and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or even 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 the District to use the District's facilities, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the 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 District and the parties named above for all personal injuries or loss of property which I incur by using the facilities and equipment or that otherwise result from my participation in any activities, whether such injuries are caused by my negligence or the negligence of the District or any of its employees, representatives, or volunteers. I agree to indemnify the 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 facilities will be available to me only during hours designated by the administration, and that I am responsible for my own use of facilities and equipment at all times. I will inspect the facilities and equipment upon each visit before using any equipment. The District provides no training, supervision, or assistance for memberships.

Compliance with Rules. I agree to abide by all District rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me 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: Age:

Date:

Signature:

# PARENT OR GUARDIAN IF USER IS 14 years-18 (unless a graduate)

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:

Child’s Name: Child’s Birthdate:

Child’s Name: Child’s Birthdate:

Father’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_

Mother’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_

LEIGH COMMUNITY SCHOOLS FITNESS CENTER RULES

1. Age restrictions:  Ages 14-18 must be accompanied by a parent or guardian, unless the student has graduated from Leigh High School.  A violation of this rule will result in the cancellation of membership. No child under the age of 14 is allowed in the facility.
2. Leigh Community Schools employees, spouses and high school students can use the fitness room free of charge.  Board Members, spouses and high school students can use the fitness room free of charge. Collegiate Student Athletes may use the facility free of charge.
3. Members are not allowed to bring in guests.
4. Lights are automatic do not shut off.
5. Abuse of equipment will result in loss of fitness center privileges. Respect those around you.
6. The fitness center shall be open to public memberships seven days a week.  Times will be posted on the weight room door and on the school website.
7. Participants must sign the daily log upon entering the facility prior to using equipment and must sign out when leaving the facility.
8. The primary use of the facilities is for the Districts’ students and programs.  The District reserves the right to close the facility to outside use at any time and without notice to the Applicant when, in the judgment of the District, it will benefit the students and programs of the District.
9. Locker room facilities are not available.
10. DO NOT DROP or BANG THE WEIGHTS, make sure that dumbbell bars and weights are returned to their proper places at the end of your workout.
11. Use clamps and safety arms when lifting.
12. Limit use of aerobic equipment to 30 minutes when someone is waiting.
13. Clean and wipe down equipment after use.  Bring a towel for personal use.  Sanitary wipes are available to wipe down equipment.

1. Wear clean shoes.  Keep the facility clean and take responsibility for having such a facility.
2. Everything in the facility is the property of Leigh Community Schools.  Nothing shall be removed from the center.
3. Rules are subject to change and will be posted in the facility.
4. Any violation of the facility rules will result in loss of the fitness center membership.
5. Cameras are on at all times.
6. Up to two entrance cards will be provided to each family. Additional requested cards will be $10.00. A $10.00 fee will be assessed for loss of entrance card.