

**Aitkin High School Fitness Center – Waiver and Release of Liability**

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_(\_\_\_\_)\_\_\_\_\_ Work Phone: \_(\_\_\_\_)\_\_\_\_\_

In case of emergency contact: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_

**WAIVER AND RELEASE OF LIABILITY:** In consideration of Aitkin Independent School District No. 1 (hereinafter referred to as the “School District”) permitting members of the public to utilize its facilities and equipment, and with the understanding that the undersigned is under no obligation to use these facilities and equipment but does so of his/her own free will, the undersigned agrees to abide by all the rules of the facility and acknowledge as follows:

**WARNING:** The undersigned fully understands and acknowledges that there are certain risks and dangers inherent in exercise and strenuous physical activity. Because use of these facilities can involve strenuous physical activity, there is an inherent risk of serious injury, illness or even death. Therefore, each person who uses these facilities is urged to obtain a physical examination from a doctor prior using the exercise equipment or engaging in the physical exercise activities offered by this facility.

**ASSUMPTION OF RISK:** In addition, each person agrees to assume all risk of injury, illness, death, damage or loss by theft in regard to any use of this facility including, but not limited to, the locker room, parking area, sidewalk area, or any equipment in the fitness center or weight room including participation in any activity, class or program offered at the facility.

**STATEMENT OF WAIVER AND RELEASE:** Each person on his/her behalf and on behalf of his/her dependents, heirs and its assigns hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify the School District and its officers, agents, past and present school board members, and employees for any and all claims, actions, or losses for bodily injury, property damage, wrongful death or otherwise which may arise out of my use of the premises. The undersigned specifically understands that he/she is releasing, discharging, and waiving any claims or actions that he/she may have presently or may have in the future for negligent acts, by the School District, or its officers, agents or employees. To the fullest extent permitted by law, the undersigned understands that if an action is brought against the School District or any of its employees, school board members, agents or insurers which in any way arises out of the undersigned’s use or occupancy of the premises, the undersigned agrees to defend all actions at his/her expense and will agree to pay all attorneys’ fees, court costs and other expenses of any kind and character and satisfy a judgment rendered against the School

District that may arise from his/her use. This waiver and release of liability includes, without limitation, all injuries, illness or death which occur regardless of negligence as a result of: a) use of the exercise equipment, b) the sudden and unforeseen malfunctioning of any equipment, c) instruction of supervision provided by the School District, and d) the undersigned's slipping and/or falling while in the fitness center, or on the School District's premises, including adjacent sidewalks and parking areas.

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREES THAT IT IS HIS/HER INTENTION TO EXEMPT AND RELEASE THE SCHOOL DISTRICT FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR FAULT. HOWEVER, THIS WAIVER DOES NOT APPLY TO LIABILITY FOR INTENTIONAL, WILLFUL, OR WANTON ACTS ON THE PART OF THE SCHOOL DISTRICT, ITS AGENTS OR EMPLOYEES. (this contract will remain in effect for one year).

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Authorized by: \_\_\_\_\_