



Favrot Fitness Center Waiver – Student

FAVROT FITNESS CENTER WAIVER Use, Waiver, Release, and Indemnification Agreement:

NAME: _____ (“Student”) DATE: _____

GRADE: _____

GENERAL HEALTH STATEMENT: We declare and certify that Student is in good health and does not suffer from any condition, impairment, disease, infirmity, or illness that would prevent Student’s safe use of the Favrot Workout Room and/or the equipment provided in the Favrot Fitness Center. We have completed the LHSAA physical medical waiver.

AS A CONDITION OF STUDENT BEING GRANTED THE PRIVILEGE OF USING THE FAVROT FITNESS CENTER AND EQUIPMENT, WE UNDERSTAND AND AGREE TO THE FOLLOWING:

1. Student is knowledgeable about use of the Favrot Fitness Center and the equipment that is available in the Favrot Fitness Center, and Student will not use any equipment that may be in the Favrot Fitness Center if Student is not knowledgeable about how to use such equipment. Student has completed the Favrot Fitness Center safety and fitness center etiquette class conducted by the Academy of the Sacred Heart staff.
2. Student will follow all rules and procedures that are in effect at the Favrot Fitness Center, including those related to availability, hours/times of permitted use for faculty and staff. Student understands that these rules and regulations may be changed from time to time and that it is Student’s responsibility to keep herself informed about the rules and regulations.
3. We understand and are aware that strength, flexibility, endurance and various other activities, exercises, and routines that may be carried out in the Favrot Fitness Center and on equipment in the Favrot Fitness Center are potentially hazardous and involve risks that include but are not limited to sprains, fractures, pulled muscles, ruptures, heart attack, heat exhaustion, fatigue and even death, and that these risks that are inherent in the use of the Favrot Fitness Center and the equipment in the Favrot Fitness Center. We agree to assume all risk of injury to Student or our property caused by the actions of others who are using or are using or are otherwise present in the Favrot Fitness Center. We agree to assume all such risks.

Initial First Page: _____

4. Student agrees that she will not bring any person to use the Favrot Fitness Center who is not a member of the Academy of the Sacred Heart's faculty or staff and who has not signed a Favrot Fitness Center Use/Waiver form.

5. Student understands that she will not be allowed to use the squat racks and free weights (barbells) without supervision.

6. Student understands that she can use the weight room facility during the hours between 7:20 am and 6:00 pm Monday through Friday, when available. Student understands that Sacred Heart athletic teams, when accompanied by their coach/supervisor, will have priority to the weight room after school. Student agrees to sign in and sign out when using the weight room.

7. We understand and agree that Student will be using the Favrot Fitness Center for her own benefit and that no representations about the nature or condition of the facilities and equipment at the Favrot Fitness Center have been made to me by anyone on behalf of Academy of the Sacred Heart.

REVIEW CAREFULLY, AS THIS IS A WAIVER PROVISION WHICH SHOULD ONLY BE KNOWINGLY AND VOLUNTARILY SIGNED:

We agree to waive any claims against ACADEMY OF THE SACRED HEART and its past, present or future trustees, employees, volunteers, and agents (collectively, Academy of the Sacred Heart) and to hold Academy of the Sacred Heart harmless from any and all claims arising out of Student's use of the Favrot Fitness Center. We further agree to indemnify Academy of the Sacred Heart from and against any and all claims from injuries to Student or to persons or property alleged to have been caused in any way by my actions. We are signing this paragraph knowingly and voluntarily, with understand of its meaning and implications.

Furthermore, by signing below we acknowledge that we have received the opportunity (and been strongly encouraged) to review this Fitness Center Waiver with an attorney, that we have carefully read and fully understand the contents of this Fitness Center Waiver, that we are giving up substantive legal rights (both Student's and our own), and that we have not been induced or coerced in any way to sign this Fitness Center Waver by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

UPPER SCHOOL STUDENT SIGNATURE _____ DATE: _____

PARENT/GUARDIAN SIGNATURE _____ DATE: _____