

**LAKEVIEW PUBLIC SCHOOLS FITNESS CENTER
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT (“AGREEMENT”)**

FITNESS CENTER. Lakeview Public Schools (“Lakeview”) offers the public the opportunity to make recreational use of its Fitness Center, which includes exercise machines, equipment, devices, resources, gym amenities, and weightlifting equipment (“equipment and machines”). Use of this facility is purely voluntary and is offered merely as a recreational opportunity for community members.

PARTICIPATION. I, _____, wish to use the Fitness Center, pursuant to the separate Membership Agreement, offered by Lakeview. I understand that I will not be permitted to use the Fitness Center if I am not current on membership fees for the use of the Fitness Center. I further understand that, because the primary use of Lakeview’s facilities, including the Fitness Center, is for Lakeview’s educational mission, Lakeview reserves the right to unilaterally alter or amend the terms of my use of the Fitness Center as necessary to serve that mission. This may include restrictions on hours or activities due to educational needs or prohibition of use by individuals whose presence at the Fitness Center would be dangerous, detrimental to Lakeview’s educational mission, or who fail to comply with Fitness Center rules.

ACKNOWLEDGMENT AND WAIVER. In consideration and as material inducement for being allowed to use the Fitness Center, and having been given ample opportunity to review this document and/or seek appropriate counsel, I hereby acknowledge and agree to the following:

INFORMED CONSENT. I understand that physical exercise can be strenuous, that the effects of physical exercise on the body cannot be predicted and that the Fitness Center’s equipment and machines are intended to challenge and engage my physical, mental and emotional resources. I understand that I am responsible for my own safety while using the Fitness Center and that I use the Fitness Center at my own risk. I understand that a Lakeview employee may be present to supervise use of the Fitness Center, but that neither Lakeview nor its employees will provide coaching, training, or supervision to prevent injury. I agree that this is an adequate and reasonable level of supervision.

I recognize and understand that my use of the Fitness Center and its equipment and machines, individually or in conjunction with other Fitness Center users, has inherent risks, including the potential loss of personal property and the risk of physical injury or death. The risk of injury or death depends on many factors, including my physical condition, age, skill level, height, weight, and similar characteristics. Injury may include, but is not limited to, aggravation of pre-existing conditions or injuries, heart attack, stroke and circulatory problems; bone and joint injuries or breaks; spinal and neurological injuries or conditions; strains, sprains, and other muscle injuries; concussions, loss of consciousness, sight, or brain functioning; full or partial paralysis; disfigurement; and dismemberment. These injuries may be minor, major, catastrophic, temporary, or permanent. These injuries may cause loss of income, loss of consortium, behavioral changes, pain, suffering, death, or other damages. I understand that these inherent risks exist despite careful and proper preparation, instruction, medical advice, and conditioning. I understand that these risks include, but are not limited to overexertion, improper technique, slips and falls, heat and humidity

effects, failure to follow safety precautions, failure to follow instructions, inadequate, improper, or misused safety equipment, use of personal equipment, unfamiliarity with the equipment and/or exercise, use of dietary aids or fitness supplements, and equipment failure. I understand that all hazards and dangers cannot be foreseen and that I nonetheless assume the risk of such unforeseen hazards and dangers, including the risk of injury caused by other Fitness Center users.

I understand that Lakeview makes no representation, guarantee, or warranty regarding the fitness of any particular piece of equipment for use and I understand that there may be latent or patent defects or dangers in the equipment or machines. I understand that I am solely responsible for the condition or use of any personal equipment, fitness supplements, dietary aids, enhancement products, or similar materials in conjunction with my use of the Fitness Center. I further understand that Lakeview may not be able to protect me from negligent or intentional acts by other Fitness Center users or non-users. I understand that, while Lakeview will provide the reasonable and adequate supervision stated herein, I may not be under direct supervision while using the Fitness Center. I understand that Lakeview may be protected by liability limitations and immunities not expressed in this document.

KNOWING THE RISKS AND DANGERS INVOLVED, I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS OF INJURY, ILLNESS, DEATH, AND PROPERTY DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, THAT MAY RESULT FROM MY USE OF THE FITNESS CENTER AND ITS EQUIPMENT AND MACHINES, AND ASSUME FULL RESPONSIBILITY FOR ACTIVITIES AT THE FITNESS CENTER.

RELEASE AND WAIVER OF LIABILITY. In consideration for being permitted to use the Fitness Center, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **I HEREBY VOLUNTARILY FOREVER RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE** Lakeview, its Board, officers, directors, employees, agents, representatives, and volunteers (“the Released Parties”), jointly and severally, from any and all liability, including any and all known or unknown claims, demands, injuries, damages, causes of action, suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death that I may suffer as a result of my use of the Fitness Center, **REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH IS CAUSED BY THE RELEASED PARTIES, AND REGARDLESS OF ITS SEVERITY, UNLESS THE INJURY, DAMAGE, OR DEATH IS CAUSED BY THE RELEASED PARTIES’ GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH OCCURS WHILE I AM USING FITNESS CENTER EQUIPMENT OR MACHINES OR ENGAGED IN ANY OTHER ACTIVITY.** By way of example and not limitation, this Agreement expressly includes claims resulting from (i) participation in any supervised or unsupervised Fitness Center activities or programs, (ii) use of any Fitness Center equipment or machines including misused or malfunctioning equipment, (iii) any loss or theft of personal property, (iv) contact or interactions with other Fitness Center users, (v) the provision or attempts to provide medical treatment, and (vi) accidental injuries, such as “slip and fall” injuries within or around the Fitness Center.

I further voluntarily agree to defend and indemnify the Released Parties for any claims, demands, injuries, damages, causes of action, suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage, or death that may be suffered by any other Fitness Center user as a result of or arising out of my use or misuse of the Fitness Center, its equipment and machines, or any personal equipment or materials I may engage or participate in.

WEIGHT ROOM. In addition to the foregoing, I acknowledge that weightlifting can be especially hazardous, and use of the weight room is out of my own free will and choice. In choosing to use this facility, I fully accept and assume all risks associated with weightlifting. I understand that the weight room is not supervised. **I will lift, using spotters and following established lifting practices, within the limits of my own ability and in a manner so as not to endanger either myself or others.**

CERTIFICATION OF FITNESS TO PARTICIPATE. I am solely responsible for determining if I am physically fit and/or adequately skilled for any activities I undertake at the Fitness Center, including using equipment and machines. I understand that I am strongly encouraged to consult with appropriate medical professionals prior to undertaking any activity at the Fitness Center, especially if I am pregnant, suffer from an underlining medical condition, take medication, use tobacco or other substances, have a family history of coronary disease, or have recently suffered an illness, injury, or impairment. I attest that I am physically and mentally fit to use the Fitness Center and its equipment and machines. I agree not to engage in any activities at the Fitness Center for which I am not sufficiently fit or skilled.

MEDICAL CONSENT. I understand and agree that medical personnel may not be available at the Fitness Center. In the event of illness, injury, incapacity, emergency, or necessity, I authorize and give my consent for Lakeview and its employees, volunteers, or agents to administer and/or secure medical treatment for me. I agree to be financially responsible for the full extent of such medical treatment and any related transportation. I agree to reimburse Lakeview for any sums it may advance for purchase of goods or services on my behalf in connection with any actual or perceived necessity arising out of my use of the Fitness Center, including but not limited to the costs of medical treatment, regardless of whether I independent authorized such expenses. I further understand and agree that the Released Parties assume no legal responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

RULES AND REQUIREMENTS. I agree that I will abide by the law and all applicable policies, rules, regulations, and instruction of Lakeview staff or employees in connection with my use of the Fitness Center, as communicated from time to time in writing, through signage, or verbally. I understand that Lakeview may, in its sole discretion, modify the policies or rules for use without notice at any time. This may include, but is not limited to, rules regarding attire, the use of tobacco, the consumption of food or beverages, specific safety requirements for use of particular equipment and machines, hours and terms of use, and parking or access limitations or requirements. I understand that failure to comply with Fitness Center rules or policies may result in revocation of my privilege to use the Fitness Center, as well as forfeiture of any fees I have paid. I further agree that Lakeview and its staff, representatives, or designees may prohibit me from continuing to use the Fitness Center if, in their sole discretion, they determine that my continued use of the Fitness

Center will adversely affect my health, safety, or welfare, or the health, safety, welfare or enjoyment of other users. I acknowledge that Lakeview's staff, employees, or administrators have the sole and ultimate authority to determine whether I will be prohibited from further use of the Fitness Center for any reason.

ADDITIONAL REQUIREMENTS. I certify I am at least eighteen (18) years old and am competent to enter into legally binding contracts. I understand and agree that I am financially responsible for any damages or loss that I cause to Lakeview through misuse, mistreatment, misplacement, theft, violations of rules, policies, procedures, or requirements, or any other intentional or negligent act. I agree to clean up after myself, and to take reasonable steps to ensure that the Fitness Center remains in a clean and usable condition for other users. I agree to report any damaged or broken equipment or machines to Lakeview staff or employees on duty at the time that I learn of such condition.

CHOICE OF LAW. I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Minnesota. I understand that I may seek legal counsel of my own choosing to fully explain the terms of this Agreement to me before I sign it.

SEVERABILITY. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. To the extent any provision contained herein shall be found to be unenforceable, it shall be modified to the least extent necessary in order to render it enforceable/valid.

I HAVE READ THIS AGREEMENT CAREFULLY. I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST LAKEVIEW AND ITS BOARD, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, AND ALL RELATED ORGANIZATIONS. BY SIGNING BELOW, I KNOWINGLY AND VOLUNTARILY ACCEPT THE TERMS AND CONDITIONS STATED ABOVE.

PARTICIPANT

DATE

Participants Printed Name _____

Telephone _____

Address _____

City _____ **State** _____ **Zip** _____

Email _____