

Hours of Operation:

4:00 a.m. - 10:30 p.m. Daily (Daily cleaning of the facility will begin promptly at 10:30 p.m.)

Fees and usage:

The Fitness Center membership is available to adult residents of the School District of Spencer, Spencer alumni, current School District of Spencer staff, and a member's spouse or significant other (non-students, 18 years and older). Parents of full-time open-enrollment students to the School District of Spencer are also eligible. Students of the School District age 13 and older may participate under the direct supervision of a parent or legal guardian.

Applicants must fill out the appropriate paperwork, meet our background check requirements (non-sex offender), and show proof of viewing the training/safety video.

At the time of approval, a key fob access to the Fitness Center will be distributed. There will be a \$10 deposit fee for the fob access. There will be an additional \$10 replacement fee for any fob lost or damaged. Please alert the School District of Spencer if you move or wish to use the center no longer and your fob will be disabled. On an every-other-year basis registrations will be updated and inactive fobs will be deactivated. Fobs can only be used by the person associated with it. The sharing of fobs or letting others use it is strictly prohibited and will be grounds for cancellation of membership. Children under the age of 13* (see item 16 under rules and regulations) are not allowed in the fitness center. Children aged 13 or older of members are allowed under the direct supervision of a parent or legal guardian.

The Fitness Center is under video surveillance. The School District of Spencer reserves the right to cancel membership of individuals using the Fitness Center whose action is detrimental to the enjoyment or safety of fellow community members.

School teams and school groups take precedence with the use of the Fitness Center and Gymnasiums. A shared calendar on the District webpage will dictate times the Fitness Center is used by the School District of Spencer teams and groups. This may change periodically and should be checked before utilization during school hours.

Community Use Fitness Center Rules and Regulations:

1. Entrance to the facility must be through the North entrance (door #12). Your fob will only access Fitness Center doors during hours of operation.
2. Anyone using the Fitness Center must fill out the Registration Form that includes a Waiver of Liability and proof of viewing the training/safety video.
3. Proper fitness footwear (tennis shoes) must be worn (no sandals, boots, or flip-flops allowed) and users must wear clean, appropriate clothing as defined in School Board policy 830.1 Rule-Spencer Fitness Center Guidelines for Proper Attire.
4. Shoes must be dry when entering the Fitness Center. In case of inclement weather, please bring a separate pair of shoes that are worn inside the Fitness Center.

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5. If personal items are brought inside the Fitness Center, they should be stored in the lockers provided. The School District of Spencer and its employees are not responsible for lost or stolen items.
6. Limit cell phone usage in the fitness rooms. Taking photos and videos inside the Fitness center is strictly prohibited.
7. Be courteous to others. When listening to music you must use personal headphones or ear pods. Radios or other speaker systems are not allowed during public use times.
8. No food or drink is allowed in the Fitness Center. Water in a closed container is permitted.
9. Use collars and safety clips on the barbells. Use spotters and safety racks for heavy lifting.
10. Properly re-rack weights and dumbbells after usage. Machines must be properly wiped down after each use.
11. Do not drop weights on the floor.
12. No inside equipment is allowed to leave the Fitness Center and equipment must stay in the room in which it is located.
13. School groups/organizations and the Spencer Athletic Programs have first priority when using the Fitness Center and gymnasium.
14. No loitering.
15. All faulty or damaged equipment, concerns and injuries must be reported to school as soon as possible.
15. I will not lend my fob to any other individual (including family members and friends).
16. Students/children under the age of 13 will not be allowed in the Fitness Center. Students/children age 13 and older who have completed School District of Spencer training in proper use of the fitness center will be allowed under the direct supervision of a parent or legal guardian.
17. Failure to follow these rules can result in termination of membership at the School District of Spencer Fitness Center.

Registration Process:

1. Acknowledgement and agreement of Rules and regulations
2. View the video outlining the proper use of fitness center and equipment
3. Acknowledgment and agreement of Waiver of Liability, Assumption of Risk, and Indemnity Agreement for the School District of Spencer, Spencer, WI
4. Provide identification to be utilized as a background check for the Sex offender database.
5. Pay \$10 for a key

Waiver of Liability, Assumption of Risk, and Indemnity Agreement for the School District of Spencer, Spencer, WI

WAIVER: In consideration of being permitted to participate in any way in the use of the School District of Spencer Fitness Center facility, including but not limited to use of the fitness equipment and weights in the School District of Spencer Fitness Center, hereinafter called "Activity," I, for myself, my children, heirs, personal representative or assigns, do hereby release, waive, discharge and covenant not to sue the Spencer Board of Education, School

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District of Spencer, its officers, representatives, employees, agents and insurers and agree to hold harmless and indemnify them from liability for any and all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in Activity, regardless of the cause of the injury or damage, including, but not limited to, any claim of negligence, negligent supervision, defective design, negligence maintenance, or other condition of the facility or equipment used under this Agreement. I further agree this Waiver of Liability, Assumption of Risk, and Indemnity Agreement shall be considered by the laws of the State of Wisconsin. **I hereby accept and assume full responsibility for any harm caused by negligence, and hereby waive, release, and discharge the School District of Spencer, its officers, representatives, employees, agents, and insurers as to any losses, claims, suits, and causes of action for personal injuries, costs and/or other damages arising out of and/or related to the Activity, whether arising from my actions, activities, and/or omissions or those of others, except intentional or reckless acts of School District of Spencer, its officers, representatives, employees, agents and insurers.**

I also acknowledge that before signing this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, I had the opportunity to discuss and/or bargain the scope of the terms set forth herein with the School District of Spencer through one or more authorized representatives.

ASSUMPTION OF RISKS: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks which the undersigned hereby acknowledges and accepts vary, but such risks include 1) minor injuries such as scratches, bruises, strained muscles, torn ligaments, fractures, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death. I recognize and understand that the Activity may be hazardous, that my participation is voluntary and solely at my own risk, and that I assume full responsibility for any injuries and damages resulting from my participation in the Activity including responsibility for using reasonable judgment in all phases of participation in the Activity. I further understand that I will not engage in the use of fitness equipment and/or weights without first understanding the safe usage for such equipment and weights, available at the School District Spencer Fitness Center. I affirm that I am in good health. I further declare that I am physically fit and capable of participating in the Activity.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD the School District of Spencer HARMLESS from any claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in Activity and to reimburse them for any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be broad and inclusive as is permitted by the law of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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ACKNOWLEDGEMENT OF UNDERSTANDING: I have read the Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily; I am at least eighteen (18) years of age and fully competent; and I intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had an opportunity to discuss and bargain with a representative of the School District of Spencer regarding the terms of this waiver and release of liability.

Signature: _____ Date: _____

School District of Spencer Fitness Center Registration Form

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Name : _____

Street Address _____

City, State _____

Phone number including area code: _____

Email Address: _____

In case of emergency, please contact (name and phone number)

Name: _____ Number: _____

Child(ren) age 13 and have completed School District of Spencer training in proper use of the fitness center or older that I will take responsibility for and will use the fitness center under my direct supervision:

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Registration Checklist: (For office use only)

_____ Acknowledgement and agreement of Rules and regulations

_____ View video outlining proper use of fitness center and equipment

_____ Acknowledgement and agreement of Waiver of Liability, Assumption of Risk and Indemnity Agreement for the School District of Spencer, Spencer, WI

_____ Provide identification to be utilized as background check for Sex offender database.

_____ Pay \$10 for a key fob.

By checking this box, you indicate that you have read and will follow the above rules and regulations.

Signature: _____ Date: _____

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