

# Wildcat Wellness Center



## Membership Form

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

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

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

Phone #: \_\_\_\_\_

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

Emergency Contact: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_

The Wildcat Wellness Center is staffed by Marcus Whitman Central School District (“MWCSD”) faculty, staff & community employees. Please understand that the Wildcat Wellness Center hours may vary depending on staffing, maintenance, athletics and special events. Schedule updates will be posted outside the Wellness Center and on the MWCSD web page.

I understand a background check by the School Resource Officer may be conducted as part of the membership application process.

Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Office Use Only)

Signed Orientation Documents Received:

Informed Consent, Assumption of Risk & Waiver of Liability Agreement

Initials: \_\_\_\_\_

Expectations & Procedures

Initials: \_\_\_\_\_

# Wildcat Wellness Center



## Expectations & Procedures

### Check In:

- All members must sign in upon arrival

### Clothing:

- Clothing needs to be comfortable and conducive to exercise, and not restrict your movement.
- Do not wear anything that will get caught in the equipment while exercising.
- Shirts, shorts and sneakers must be worn at all times.

### Shoes:

- Please change into indoor athletic footwear upon arrival. No outdoor footwear allowed.
- Fully enclosed athletic shoes must be worn.
- No open toe, sandals, work boots, dance slippers, aqua shoes, heels, loafers or shoes with cleats are allowed.

### Personal Belongings:

- Personal belongings & outdoor shoes must be left in the storage area by the entrance to the Wellness Center.

### Food & Beverages:

- Only bottled water is allowed in the Wellness Center.
- No soda, juice or glass containers are allowed.
- No food, gum or candy is allowed in the Wellness Center.

### Equipment Care

- Please use the provided towels and cleaner to wipe down the equipment after use. Spray the towel first and then wipe down equipment.
- Please place dirty towels in the marked location

### Equipment use:

- When using free weights, use collars on all weights. If you need a spotter, ask for assistance.
- Store all weights and equipment after use.
- Please report any equipment that is malfunctioning or broken to the staff member on duty.
- Leave the Wellness Center in the same condition in which you found it, or better.
- If others are waiting, please limit cardio use to 30 minutes.

### Minors/Student Use of Wellness Center (ages 12-17):

- Minors using the Wellness Center must be accompanied and supervised by a parent member at all times. Parents will need to sign an additional waiver form for minor/student.
- No person under the age of 12 will be allowed to use or be in the Wellness Center during community use time period.

Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Witnessed: \_\_\_\_\_

# Indemnification and Hold Harmless Agreement

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

Phone: \_\_\_\_\_

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

Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (the "Agreement") made as of \_\_\_\_\_ is by and between the MARCUS WHITMAN CENTRAL SCHOOL DISTRICT (the "School District") and \_\_\_\_\_, (the "Indemnitor").

WHEREAS, Indemnitor executed the Marcus Whitman Central School District Facility Use Application (the "Application") in accordance with Board Policy #1500, applying to use certain facilities of the School District; and

WHEREAS, the School District seeks to permit Indemnitor to use certain facilities of the School District; and

WHEREAS, in exchange for its use of the facilities, Indemnitor must fully indemnify the School District for any liability arising out of Indemnitor's use of its facilities as set forth herein;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Indemnitor shall indemnify, protect, and save and hold harmless the School District and its officers, agents, directors, volunteers, and employees (collectively, the "School District") from any and all claims, losses, damages, demands, causes of action, suits or judgments, costs and/or expenses, including attorneys' fees, relating to or resulting from Indemnitor's use of School District facilities by Indemnitor, its agents, employees, or invitees.

2. In the event of any injury, damage, or harm caused to Indemnitor, its agents, employees, or invitees (collectively, any "Injured Party") relating to or arising from use of School District facilities, any Injured Party shall be prohibited from making claim for any such injury, damage, or harm caused through the School District's insurance coverage.

3. Indemnitor is an independent entity. Nothing contained in this Agreement shall authorize Indemnitor or any other person to use or operate any of the School District's facilities so as to incur or impose any liability or obligation for or on behalf of the School District.

4. The provisions of this Agreement shall be governed and interpreted in accordance with the laws of the State of New York. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same agreement.

5. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

I have read and fully understand the contents of this document and I voluntarily agree to the terms and conditions stated above, as indicated by the signature(s) below.

Signed \_\_\_\_\_

Date: \_\_\_\_\_

If a user is under 18, the user's parent/guardian must also sign this form as acknowledgement & acceptance of the terms and conditions set forth herein on behalf of the user.

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*Office Use Only\*\*\*\*\*

Marcus Whitman Central School District

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_