# REGISTRATION AND RELEASE FROM AND WAIVER OF LIABILITY, WITH INDEMNIFICATION, AND ASSUMPTION OF FULL RESPONSIBILITY FOR USE OF THE FRANKLIN MONROE LOCAL SCHOOL DISTRICT FLIGHTLINE CENTER ("AGREEMENT")

## APPLICATION AND REGISTRATION

I, the undersigned, hereby apply and register to use the Franklin Monroe Local School District Flightline Center and the Equipment therein ("Fitness Facilities") during non-school use, as determined by the Franklin Monroe Local School District Board of Education ("Board"). I understand and acknowledge that access to the Fitness Facilities is gained by use of a key card or fob, which will be presented to me upon acceptance of this Application and Registration by the Board or its designee, and upon my agreement to all of the terms set forth below, as acknowledged by my signature on the Release below. I further agree, understand and acknowledge that the key card or fob is and remains the property of the Board and that only I have permission to use, and only I will use, the key card or fob to access the Fitness Facilities pursuant to this Agreement. I further agree that my minor child(ren) or the child(ren) of whom I am legal guardian may use the Fitness Facilities with me, provided each minor child has been registered below and the appropriate Release has been executed. No person who is not registered and/or for whom no Release has been executed may have access to and/or use the Fitness Facilities.

Adult's Name: _____

Spouse's Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Cell Phone: _____ Email: _____

Spouse's Cell Phone: _____ Email: _____

Check all that apply:

____ FM student (free)

____ Parent/guardian of FM student

____ Staff Member (free)

____ Reside within FM District

____ Senior Citizen in District (65 and older free)

____ FM Graduate (up to one year post graduation)

▪ Child's Name: _____ Age: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: (Cell) _____

▪ Child's Name: _____ Age: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: (Cell)_____

▪ Child's Name: _____ Age:_____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: (Cell)_____

▪ Child's Name: _____ Age:_____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: (Cell)_____

Check Membership Type:

____ General Membership (free) – Use of Indoor and Outdoor Tracks

____ Fitness Center Membership ($50/individual; $100 family) (includes Fitness Center, Gym Usage, and Indoor and Outdoor Tracks

I have read and understand the guidelines established for the Franklin Monroe Flightline Center, and agree to abide by them.

_____ _____

Date Signature

_____

Print Name

**RELEASE FROM AND WAIVER OF LIABILITY WITH INDEMNIFICATION AND ASSUMPTION OF RISK AND FULL RESPONSIBILITY**
**(for Use of Fitness Facilities by Adult)**

In exchange for the Board permitting me, the undersigned, to use the Fitness Facilities, including the equipment in the Fitness Facilities, I do hereby:

1. waive, release, and agree to hold harmless and indemnify the Board and its individual members, officers, employees, representatives, and agents from any and all liability arising from negligence or from any other cause, and from all damages to person and/or property, of any kind whatsoever, including but not limited to death, bodily, personal or mental injury, arising directly or indirectly from my use of the Fitness Facilities or the equipment therein or from my presence otherwise in or on the Fitness Facilities' premises, without limitation;

2. acknowledge and agree that it is my sole responsibility to evaluate carefully the risks in using the Fitness Facilities and the equipment therein, and the dangers posed by the willful, negligent or other conduct of myself or others using the Fitness Facilities or the equipment therein, and I voluntarily assume full responsibility for, and all risk of, any and all damages to person and/or property of any kind whatsoever, including but not limited to death, bodily, personal or mental injury, without limitation;

3. promise and agree not to sue the Board or its individual members, officers, employees, representatives, or agents for actions or omissions or any other reason arising from my use of and/or presence at the Fitness Facilities;

4. agree to abide by the rules governing the use of the Fitness Facilities, as set forth herein;

5. acknowledge and agree that the key card or fob presented to me is and remains the property of the Board and that only I have permission to use, and only I will use, the key card or fob to access the Fitness Facilities pursuant to this Agreement;

6. acknowledge and agree that I do not have permission to use and may not use the Fitness Facilities unless and until I have registered and signed this Release From and Waiver of Liability with Indemnification and Assumption of Risk and Full Responsibility;

7. acknowledge and agree that I may allow access to the Fitness Facilities only to my minor child(ren), and the children of whom I am legal guardian, and that I have registered on the Application and Registration form above, and for whom I have signed a Release From and Waiver of Liability with Indemnification and Assumption of Risk and Full Responsibility, and I will not allow access by any other person, minor or otherwise, to the Fitness Facilities;

8. agree and promise that I will sign in on the sign-in sheet provided, each time I use the Fitness Facilities;

9. acknowledge, understand and agree that the Fitness Facilities will not be supervised by the Board or any of its individual members, officers, employees, representatives, and/or agents, and that I use the Fitness Facilities at my own risk;

10. agree and acknowledge that if, in the sole judgment of the Board or its designee, I violate any rule or term of this Agreement, the Board may confiscate and/or de-activate the key card or fob assigned to me, revoke my permission to use the Fitness Facilities, and/or terminate this Agreement;

11. agree and acknowledge that this Agreement may be terminated or suspended by the Board at any time when the Fitness Facilities are needed for school purposes;

12. agree and acknowledge that if the key card or fob assigned to me is lost or misplaced, I will immediately notify the Board or its designee of that fact and pay for the cost of a replacement key card or fob; and

13. agree and understand that if any portion of this Agreement is held invalid, the remaining provisions shall be binding and continue in full force and effect.

**I, the undersigned, have read the above carefully, understand its significance, and voluntarily agree to all of its terms.**

_____ _____

Signature Date

_____

Printed Name

**Note: All required signature(s) and information must be completed and the original Application, Release and Agreement returned to the Franklin Monroe Local School District Treasurer's Office before the Fitness Facilities may be used.**

**Key Card/Fob Number Assigned:** _____

**PARENT OR GUARDIAN RELEASE FROM AND WAIVER OF LIABILITY WITH INDEMNIFICATION AND ASSUMPTION OF RISK AND FULL RESPONSIBILITY**
**(for Use of Fitness Facilities by Minor Child(ren) with Parent or Legal Guardian)**

In exchange for the Board permitting my/our minor child or children or minor child(ren) of whom I am/we are legal guardian(s), who is/are listed on the Registration form, to use the Fitness Facilities, including the equipment in the Fitness Facilities, with me/us, I/we, on behalf of my/our minor child(ren) and/or ward(s), hereby:

1. waive, release, and agree to hold harmless and indemnify the Board and its individual members, officers, employees, representatives, and agents from any and all liability arising from negligence or from any other cause, and from all damages to person and/or property, of any kind whatsoever, including but not limited to death, bodily, personal or mental injury, arising directly or indirectly from my/our minor child(ren)'s and/or ward's(s'), use of the Fitness Facilities or the equipment therein or from their presence otherwise in or on the Fitness Facilities' premises, without limitation;

2. acknowledge and agree that it is my/our sole responsibility to evaluate carefully the risks in my/our minor child(ren) and/or ward(s) using the Fitness Facilities and the equipment therein, and the dangers posed by the willful, negligent or other conduct of my/our minor child(ren) and/or ward(s), or others using the Fitness Facilities or the equipment therein, and I/we voluntarily assume full responsibility for, and all risk of, any and all damages to person and/or property of any kind whatsoever, including but not limited to death, bodily, personal or mental injury, without limitation;

3. understand, acknowledge and agree that I am/we are solely responsible for the actions and/or conduct of my/our minor child(ren) and/or ward(s) while at the Fitness Facilities;

4. promise and agree, on behalf of myself/ourselves and my/our minor child(ren) and/or ward(s), not to sue the Board or its individual members, officers, employees, representatives, or agents for actions or omissions or any other reason arising from the use of the Fitness Facilities by or the presence at the Fitness Facilities of my minor child(ren) and/or ward(s);

5. agree that my/our minor child(ren) and/or ward(s) will abide by the rules governing the use of the Fitness Facilities, as set forth herein;

6. acknowledge and agree that my/our minor child(ren) and/or ward(s) do(es) not have permission to use and may not use the Fitness Facilities unless and until I/we have registered the minor child(ren) and signed this Release From and Waiver of Liability with Indemnification and Assumption of Risk and Full Responsibility on behalf of my/our minor child(ren) and/or ward(s), and my/our minor child(ren) and/or ward(s) will not allow access by any other person(s), minor or otherwise, to the Fitness Facilities;

7. agree and promise that each minor child that uses the Fitness Facilities with me/us will be signed in on the sign-in sheet provided, each time they use the Fitness Facilities with me;

8. acknowledge, understand and agree that the Fitness Facilities will not be supervised by the Board or any of its individual members, officers, employees, representatives, and/or agents, and that my minor child(ren) and/or ward(s) use(s) the Fitness Facilities at the minor child(ren)'s and/or ward(s)'s own risk;

9. agree and acknowledge that if, in the sole judgment of the Board or its designee, my/our minor child(ren) and/or ward(s) violate any rule or term of this Agreement, the Board may confiscate and/or de-activate the key card or fob assigned to me/us, revoke my/our and my/our minor child(ren)'s and/or ward(s)'s permission to use the Fitness Facilities, and/or terminate this Agreement;

10. agree and acknowledge that this Agreement may be terminated or suspended by the Board at any time when the Fitness Facilities are needed for school purposes; and

11. agree and understand that if any portion of this Agreement is held invalid, the remaining provisions shall be binding and continue in full force and effect.

**I/We, the undersigned, on behalf of my/our minor child(ren) and/or ward(s) listed on the Registration form, have read the above carefully, understand its significance, and voluntarily agree to all of its terms.**

_____ _____

Signature of Parent or Legal Guardian of Minor Child(ren) Date

_____

Printed Name

_____ _____

Signature of Parent or Legal Guardian of Minor Child(ren) Date

_____

Printed Name

**Note: All required signature(s) (BOTH PARENTS UNLESS ONLY ONE PARENT HAS LEGAL CUSTODY) and information must be completed and the original Application, Release and Agreement returned to the Franklin Monroe Local School District Treasurer's Office before the Fitness Facilities may be used.**