



**INDEPENDENT SCHOOL DISTRICT #2711
FITNESS CENTER WAIVER/RELEASE
COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

Name: _____ DOB: _____

Address: _____

City: _____ State: _____ Zip _____

Home Phone: _____ Work Phone: _____

I/User enter into this Fitness Center Waiver Release, Covenant not to Sue and Indemnity Agreement ("Agreement") with ISD #2711 601 N. 1ST ST., AURORA MN 55705 for the privilege to use the Fitness Center ("Center") based on the following terms and conditions:

1. WAIVER AND RELEASE OF ALL CLAIMS (INCLUDING NEGLIGENCE)
 IN CONSIDERATION FOR USE OF THE CENTER, I/USER WAIVE AND RELEASE ISD #2711, ITS AGENTS, SERVANTS, EMPLOYEES, INSURERS, SUCCESSORS, AND ASSIGNS (HEREAFTER ISD #2711) FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES OR SUITS AT LAW AND EQUITY OF WHATSOEVER KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, MEDICAL EXPENSES, LOSS OF SERVICES, ON ACCOUNT OF OR IN ANY WAY RELATED TO OR GROWING OUT OF MY PRESENCE AT THE CENTER OR USE OF THE CENTER AND /OR EQUIPMENT. THIS WAIVER AND RELEASE IS INTENDED TO AND DOES RELEASE ISD #2711 FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURIES ON ACCOUNT OF OR IN ANY WAY RELATED TO OR GROWING OUT OF MY NEGLIGENCE, THE NEGLIGENCE OF THIRD PARTIES, AND ISD #2711 NEGLIGENCE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE IN THE CONSTRUCTION, MAINTENANCE AND UPKEEP OF THE CENTER AND ITS EQUIPMENT, NEGLIGENCE IN TRAINING, NEGLIGENCE IN SUPERVISION, VIOLATION OF THE SAFE PLACE STATUTE. THIS IS NOT INTENDED TO RELEASE ISD #2711 FROM ANY LIABILITY RESULTING FROM THEIR INTENTIONAL CONDUCT.

I/User understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to my use of the Center's equipment. I understand and agree that it is my sole responsibility to obtain a doctors approval, and I hold ISD #2711 harmless therefore.

I/User further covenant and agree not to institute any claims or legal action against ISD #2711 for any claim released by this Agreement. I further agree that should any claim be made against ISD #2711 in contravention of this Agreement, including, but not limited to derivative claims, I will protect, defend, and completely indemnify (reimburse ISD #2711 for any such claim and expenses including attorneys' fees and costs incurred by ISD #2711 in defending themselves or securing indemnity hereunder.

I/User use the Center (including the premises and equipment) entirely at my own risk.

2. Fitness Center Use: User may use the Center during regular posted hours from the date of execution of this Agreement through the expiration of paid membership.

I/User will receive a nontransferable pass, which must be used to access the Center. Only User may use the Center. Any transfer or attempted transfer of Personal Access Code is void and terminates this Agreement, at which time User shall forfeit all dues paid. The provisions of this Agreement apply to any extension of the Expiration Date. There are "no refunds" for early cancellation of Center use.

3. Center is not responsible for any lost or stolen valuables or property. All abandoned property will be placed in the "Lost and Found" located within the Center. All properties not claimed within one month will be donated to a local charity.

While at the center I/User agree to conduct myself in a responsible manner, and shall refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language, or any intimidating or offensive conduct which would interfere with the peaceful use and enjoyment of the Center by other users.

4. I/User agree to comply with all notices, rules and/or regulations posted in the Center.

5. Any illegal drugs, alcoholic beverages, tobacco, intoxicants, weapons and criminal conduct is prohibited in the Center.

6. I/User agree to extend common courtesies to other users and staff. If there are other users waiting to use an exercise equipment, I agree to vacate the equipment promptly when finished.

7. The Center reserves the right to alter, modify and/or change its hours of business, as well as any equipment, programs and/or staff without notice to user.

ACKNOWLEDGMENT

I/User have been provided with an opportunity to review the foregoing Agreement and to have the Agreement reviewed by legal counsel of my choosing. I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue ISD #2711 for any injuries or damages I may sustain and my obligations to reimburse ISD #2711 for any costs, including attorneys' fees they incur because a claim or legal action is brought in violation of this Agreement.

I/User agree any violation of the foregoing Agreement and its terms and conditions, as determined by ISD #2711, shall void and terminate this Agreement, at which time I/User shall forfeit all dues, rental fees and deposits paid.

Signature (Parent/Guardian if user is under the age of 18)

Date