

**SCHOOL DISTRICT OF THORP WEIGHT ROOM
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

WHEREAS EACH OF THE UNDERSIGNED HAS REQUESTED PERMISSION TO USE THE WEIGHT ROOM AT THE SCHOOL DISTRICT OF THORP

NOW, IN CONSIDERATION OF BEING PERMITTED TO USE THE SAME, EACH OF THE UNDERSIGNED:

1. HEREBY WARRANTS AND REPRESENTS that: (1) he or she understands that the particular activities which he or she may undertake in the School District of Thorp ("School District") weight room may involve risks, including, not by way of limitation, dangers and risks of working out with exercise and weight lifting equipment including, but not limited to death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to virtually all internal organs, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and aspects of the muscular system, and serious injury or impairment to other aspects of my body, general health, and well-being; (2) he or she understands that the dangers and risks of participating in a workout with exercise and weight lifting equipment may result not only in serious injury, but in a serious impairment of my future abilities to earn a living, engage in other business, social and recreational activities, and generally enjoy life; (3) he or she understand that because of the dangers of working out with exercise equipment and weight lifting equipment, I recognize the importance of following instructions regarding proper use of the equipment, appropriate training and other rules, etc. and to agree to obey such instructions and follow proper decorum, directions and rules of the weight and exercise rooms.

_____ (initial)

2. HEREBY WARRANTS AND REPRESENTS that: (1) he or she understands that his or her use of the weight room may or may not be officially supervised; (2) he or she understands that the School District of Thorp is not a health care provider, and emergency care may not be immediately available in the event of an injury and health event during the undersigned use of the weight room; (3) he or she is in sufficient physical condition and is physically able to undertake all the activities in which he or she engages in the weight room; and (4) has no disability, impairment or ailment preventing him or her from active or passive exercise, or that will be detrimental to his or her health, safety, comfort, or condition if he or she does so engage or participate.

_____ (initial)

3. HEREBY on his/her behalf, and his/her personal representatives, heirs, and next of kin, RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the School District or any entity thereof, and each of them, their Board Members, officers, agents, teachers, and employees, all for the purposes herein referred to as "Releasees," FROM LIABILITY TO THE UNDERSIGNED, his or her personal representatives, heirs, and next of kin FOR ALL LOSS OR DAMAGE, CLAIM OR DEMAND THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES OCCURRING WHILE USING THE WEIGHT OR EXERCISE ROOMS, CAUSED BY THE NEGLIGENCE OF THE RELEASEES (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF RELEASEES).

_____ (initial)

4. UNDERSTANDS AND ACKNOWLEDGES that the undersigned's use of the weight room may involve a wide range of activities which entail an equally wide range of risks, some foreseeable, some unforeseeable, all of which are too varied to predict or describe herein. UNDERSIGNED further agrees that he/she will act promptly upon witnessing any unsafe or negligent conduct posing any risk of bodily injury or death. UNDERSIGNED agrees to report any unsafe or negligent conduct to the School District.

_____ (initial)

5. HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the use of the weight room or other designated facilities within the school caused by the NEGLIGENCE OF RELEASEES (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES), to maintain control of his or her person and any applicable equipment or devices, and to refrain from acting in any matter that may cause or contribute to death or injury for himself or herself or to other persons.

_____ (initial)

6. ACKNOWLEDGES he/she has read this RELEASE AND WAIVER, and, further has a right to ask the School District questions or seek clarification, or further discuss the terms set forth herein. All modifications to this agreement must be authorized by the Superintendent of Schools.

_____ (initial)

7. UNDERSTANDS AND ACKNOWLEDGES that the undersigned received a copy of and agrees to comply with all the SCHOOL DISTRICT OF THORP WEIGHT ROOM GUIDELINES.

_____ (initial)

Print Name: _____

Address: _____

Phone number: _____

Email: _____

Date of Birth: ____ / ____ / ____

Age: _____

School District of Thorp Resident: Yes or No

Date

Signature

Date

Print Name (co-signer)

Co-Signature (for minor)

To be completed by office staff:

Card # _____

Notified Dave and updated weight room spreadsheet