

Cambria-Friesland Fitness Center Application

Person/Information (Please Print)

Last Name, First Name	Home/Cell Telephone	Work Telephone
Address (Street & PO Box)	(City, State, Zip)	Email Address
Place of Employment	Male/Female	Birth date, Month, Day, Year
Emergency Contact (Name)	Relationship	Telephone Number

I confirm that all of the above information is correct and wish to apply for membership of the Cambria-Friesland School District Fitness Center, under the standard terms and conditions which I have read and accept. In particular, I understand the following will apply to my membership to the Cambria-Friesland Fitness Center:

1. I acknowledge that Fitness Center activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, overuse injuries; injuries caused by equipment that breaks or otherwise fails, medical conditions resulting from or aggravated by physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

2. I hereby assume full responsibility for any risk of physical or emotional injury, death, or property damage arising out of or related to the use of the Fitness Center whether caused by the negligent supervision of Releases. My participation in this activity is purely voluntary and I elect to participate despite the risks. If at any time I believe that conditions in the Fitness Center are unsafe or that I am unable to participate in Fitness Center activities due to my physical or mental condition, I will immediately discontinue participation.

3. I freely, voluntarily, and with such knowledge assume the risk of death, personal injury, and/or property damage arising from or in any way connected with my participation in the Fitness Center, except as provided in paragraph 15 below.

4. I hereby agree that my use of the Fitness Center is conditioned upon completion of a background check, and further agree that my continued use of the Fitness Center is revocable at any time for any reason.

5. I hereby waive the right I have to bargain for different waiver of liability terms. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

6. I accept that this is an UNSUPERVISED Fitness Center. I acknowledge and recognize the importance of every new member undergoing induction training in the safe and proper use of the fitness equipment. I am aware that CF has recommended that as a new member I receive induction training. If I decide that I do not wish to undertake induction training I will seek advice from a member of staff if I am unfamiliar with a particular piece of equipment or type of exercise.

7. I understand that during the school year Phy. Ed. Classes and sports teams will be using the facility during the school day. It is understood during these times students will have priority and members may have to be flexible in use of the equipment/weights. I agree to only enter through door (#16) and remain in the weight room area and not enter other parts of the building.

8. I understand that the Fitness Center is designed to provide me with an opportunity to improve my physique and physical health and that utilizing this equipment will be physically, mentally and emotionally demanding.

9. I agree not to allow non-members to use my key/fob to enter or use the facility, nor to use the the center for personal profit or business.

10. I fully recognize that I am responsible for knowledge of my own state of health at all times and will use the Fitness Center at my own risk. I represent and warrant that I am physically fit and that I am NOT under restriction by a medical professional regarding exercising, using fitness equipment or participating in cardio classes. I understand that it is my responsibility to consult with a physician prior to my initial participation in exercise-related events or cardio classes.

11. I hereby agree to allow Fitness Center personnel to call 9-1-1 and obtain emergency medical treatment on my behalf should it become necessary.

12. I understand that the Fitness Center staff does not have any expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on such medical condition.

13. I understand that using the Fitness Center and its equipment may be dangerous such that I could suffer personal injury, death, or damage to myself or my property by participating in any way with the Fitness Center's equipment.

Participant and Parent/Guardian if Participant is a Minor – Initial here as Acknowledgment & Agreement to the Terms of this

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14. The risks associated with participating with the Fitness Center include but are not limited to the following: debilitating injuries, paralyzes, heart attack or cardiac arrest, cuts, scrapes, bruises, fractures, torn muscles, ligaments, tendons and/or cartilage, other medical problems and even death as a result of physical exertion, falling, slipping, tripping, asphyxiation or other accident, faulty equipment, negligent action or inaction due to the Fitness Center staff, volunteers, members or first responders and the rigorous physical and mental exertion typically incurred through activities at the Fitness Center. I also acknowledge that, if pregnant, I knowingly and freely place my health and the health of my unborn child (or children) at risk from the activities I engage in while at the Fitness Center and the inherent dangers involved with those activities as described in this paragraph.

15. I shall not hold responsible or liable the Cambria-Friesland School District, its officers, agents, volunteers, personnel, sureties or insurers and first responders for any injury, damage, loss or expense, either to me, my unborn child if pregnant, or my property, incurred while participating in any way with the Fitness Center that results from any, **faulty equipment, accident, negligent and/or careless act or omission** on my part and/or the part of any personnel, volunteers, or members of the Cambria-Friesland School District Fitness Center.

16. This **Waiver of Liability** and **Release of Claims does not** release or indemnify the Cambria-Friesland School District from any injury or harm I suffer as a result of intentional or reckless actions or omissions made by its officers, employees, members or volunteers that were made with malice and/or intent to cause me injury or harm while participating in activities at the Fitness Center.

17. ON MY BEHALF, MY PARENTS, SPOUSE, CHILDREN, GUARDIANS, HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, RELEASE, AND HOLD THE CAMBRIA-FRIESLAND SCHOOL DISTRICT AND ALL AGENTS, EMPLOYEES, VOLUNTEERS, PERSONNEL, SURETIES OR INSURERS, AND OTHERS EMPLOYED OR PROVIDING SERVICE FOR THE CAMBRIA-FRIESLAND SCHOOL DISTRICT FITNESS CENTER HARMLESS FROM ALL LIABILITY, OBLIGATIONS, LOSSES, CLAIMS, DEMANDS, DAMAGES, ACTIONS, SUITS, PROCEEDINGS, COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, OF ANY KIND OR NATURE WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED, OR ASSERTED BY ME, MY PARENTS, GUARDIANS, HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, OR BY ANY OTHER ENTITY, PARTY, OR PERSON FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON OR PERSONS FOR ANY LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY THE CAMBRIA-FRIESLAND SCHOOL DISTRICT OR NOT, ARISING OUT OF, CONNECTED WITH, OR RESULTING DIRECTLY OR INDIRECTLY FROM MY PARTICIPATION IN THE FITNESS CENTER AND WHICH ARISES BY REASON OF ANY ACCIDENT AND/OR ACTUAL OR CLAIMS OF A NEGLIGENT ACT OR OMISSION OF MINE, FITNESS CENTER STAFF OR FITNESS CENTER MEMBERS THAT OCCURS WHILE PARTICIPATING IN THE FITNESS CENTER. THIS PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE CONCLUSION OF MY MEMBERSHIP TO, OR PARTICIPATION IN, THE FITNESS CENTER.

18. The Cambria-Friesland School District has the right to deny my participation for violating the Fitness Center's terms and conditions for use, and it is my responsibility as a participant to follow the safety standards, guidelines, and procedures established by the District and Fitness Center. If I do not understand how to properly use Fitness Center equipment or do not understand instructions from Fitness Center personnel or volunteers at any time, I acknowledge that it is my responsibility to ask for clarity and/or assistance prior to using that equipment or engaging in that activity. I hereby agree that my use of the Fitness Center is conditioned upon completion of a background check, and further agree that my continued use of the Fitness Center is revocable at any time for any reason. I acknowledge that I have signed and agreed to a separate background check authorization form.

19. I authorize a District official and/or the leader of the activities to secure such medical advice and services as deemed necessary for my (my child's) health and safety and further agree to accept financial responsibility for all costs related thereto. I give my consent to the instructors or other medical personnel to treat me (my child) in a medical situation.

20. In accordance with Wisconsin law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for reckless or intentional acts on the part of the District. This **Waiver of Liability** and **Release of Claims does not** release or indemnify the Cambria-Friesland School District from any injury or harm I suffer as a result of intentional or reckless actions or omissions made by its officers, employees, members or volunteers that were made with malice and/or intent to cause me injury or harm while participating in wellness activities.

I have had the opportunity to consult with my personal legal representative (attorney) to review the terms and conditions of this **Waiver of Liability** and **Release of Claims**, to seek his or her opinion as to the advisability of signing this Agreement, and to bargain with the Cambria-Friesland School District over its terms.

I acknowledge I am aware of this option offered by the District and hereby waive my right to bargain over its terms.

I HEREBY RELEASE AND FULLY DISCHARGE T I FULLY AND FOREVER DISCHARGE AND RELEASE THE DISTRICT, ITS OFFICERS, INSURERS, ATTORNEYS, AGENTS, BOARD MEMBERS, EMPLOYEES, REPRESENTATIVES, OR OTHER PERSONS ACTING FOR OR ON BEHALF OF THE DISTRICT, FROM ANY AND ALL CLAIMS, COMPENSATIONS, COSTS, EXPENSES, ATTORNEYS' FEES, CAUSES OF ACTION, DAMAGES (INCLUDING BUT NOT LIMITED TO PUNITIVE DAMAGES), DEMANDS, OR

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CAUSES OF ACTION, KNOWN OR UNKNOWN, ARISING OUT OF, RESULTING FROM, OR IN CONJUNCTION WITH OR RELATING TO MY PARTICIPATING IN THIS ACTIVITY, BUT NOT INCLUDING INJURIES THAT RESULT FROM THE NEGLIGENCE OF SCHOOL STAFF. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS FORM WHICH CONTAINS A WAIVER OF RIGHT TO SUE THE DISTRICT AND UNDERSTAND ITS CONTENTS AND CONSEQUENCES AND THAT I AM SIGNING THIS AGREEMENT KNOWINGLY AND ACKNOWLEDGE THAT I HAVE NOT RELIED ON ANY REPRESENTATIONS, PROMISES, OR AGREEMENT OF ANY KIND IN CONNECTION WITH MY DECISION TO SIGN THIS DOCUMENT. THIS WAIVER DOES NOT WAIVE ANY CLAIMS THAT CANNOT BY LAW BE RELEASED OR WAIVED.

My signature below indicates that I: (1) have read the terms of this **Waiver of Liability** and **Release of Claims** Agreement in its entirety; (2) understand that by signing this Agreement, **I am voluntarily waiving significant legal rights**, and (3) agree to abide by and honor all of its conditions.

I HAVE CAREFULLY READ THIS COMPETITION RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE DISTRICT, ITS OFFICERS, INSURERS, ATTORNEYS, AGENTS, BOARD MEMBERS, EMPLOYEES, REPRESENTATIVES, OR OTHER PERSONS ACTING FOR OR ON BEHALF OF THE DISTRICT.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND INTEND BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Signature _____ Print Name _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone (H) _____ Cell _____