**Independence Fitness Facility Application, Waiver of Liability, Release of Claims and Indemnification Agreement**

Person/Information (Please Print)

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| --- | --- | --- |
| Last Name, First Name | Home 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 |

This Waiver of Liability, Release of Claims and Indemnification Agreement is a binding Agreement between the named Applicant above and the Independence School District (“District”).

In consideration of being permitted the use of the Independence School District Fitness Center (“Fitness Center”), on behalf of myself and my children, spouse, parents, heirs, assigns, personal representative(s), guardians, and estate, I agree and acknowledge as follows:

1. ACKNOWLEDGEMENT OF RISK – The District provides the Fitness Center which is valuable to me and of which I desire to use. I am aware of the inherent risks of serious injury or illness, including, but not limited to, sprains, strains, musculoskeletal injuries, broken bones, tears, heart palpitations, and in rare cases, paralysis or death that may result from participating in physical activity or my presence or use of the Fitness Center. These risks include, but are not limited to, those caused by over exertion, incorrect form or technique, medical conditions resulting from or aggravated by physical activity, misuse or malfunction of equipment, slips, falls, damaged clothing or other property, and other negligent actions of myself or others. I willingly assume this risk and understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I accept full responsibility for the risks that I am exposing myself to and I accept full responsibility for any injury, illness, or death that may result while present at or from participation in any activity or exercise at the Fitness Center. With this knowledge, I am willingly and voluntarily participating in physical activity, and being present at the Fitness Center. 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 conditions, I will immediately discontinue participation.

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1. WAIVER OF LIABILITY AND RELEASE OF CLAIMS – I fully and forever release, acquit, and discharge the District and its employees, administrators, Board members, agents, representatives, volunteers, successors, and assigns (collectively the “Released Parties”) from any and all liability, losses or damages sustained by me or which may be sustained by me in the future as a result of any act, omission, representation, misrepresentation, violation of code or statute, breach of contract, negligence or breach of any duty or obligation of any nature whatsoever, by the Released Parties, or any other person, whether in law or in equity, whether sounding in tort, in contract or otherwise, or arising out of or in any way connected with my participation in, my presence at or my use of the Fitness Center, or arising out of any injuries from such use. I assume full responsibility for any risks whether caused by the negligence of the Released Parties or by others, including negligent attempts at medical assistance by Released Parties. I understand this Agreement is intended to be as broad and inclusive as is permitted by Wisconsin Law. I do not release claims based on the acts of others who are not Released Parties.

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1. NO INSURANCE COVERAGE PROVIDED – Users are notified that the District does **not**, in connection with authorizing access to and the use of the Fitness Center under this Agreement, provide a user or any participant with any type of personal insurance coverage, personal accident coverage, or other personal coverage for any other type of expense, damage, or loss, including but not limited to medical expenses.

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1. INDEMNIFICATION – I agree to indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including claims for reimbursement, or repayment of subrogation amounts paid on my behalf by third parties relating to any injury or losses I may suffer and have released under Paragraph 2 above. I also agree to indemnify and hold harmless the Released Parties from any damage to property or injury, illness or death that I may cause to myself or others. I understand my obligations also includes paying or reimbursing the Released Parties for all costs the Released Parties incur in defending or resolving such claims, including attorneys’ fees, whether such claims are made by me or someone on my behalf and regardless of the outcome of the claims.

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1. IMMUNITIES – In addition to the immunities from liability and negation of specific legal duties as provided under Section 895.523, Wis. Stats., the District, the Board, and all officers, employees, and agents of the District also fully retain all other legally enforceable (1) immunities from liability; (2) limitation on liability and monetary judgements; and (3) right to seek or claim indemnifications.

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1. BACKGROUND CHECK – I 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.

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1. NON-BARGAINABLE – I waive the right to bargain for a 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.

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1. PRIORITY – I understand that during the school year, Physical Education Classes and sports teams will be using the facility during the school day. It is understood that 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 the North door and remain in the weight room area and not enter other parts of the building.

Initial\_\_\_\_\_\_\_\_\_\_\_\_\_

1. KEYS – I agree not to allow non-members to use my key/fob to enter or use the facility.

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1. RULES/REGULATIONS – I agree to follow all rules and regulations in regards to the Fitness Center as set forth in the Member Guide. The District is responsible for establishing all rules and regulations for the use of the Fitness Center. The District reserves the right to review and amend rules as appropriate.

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With knowledge of the risks involved and the rights that I give up, I freely and voluntarily sign this binding Agreement and waive the rights I might otherwise have to bring a claim against the Released Parties and with full knowledge of my responsibility of indemnification of the Released Parties. I have considered that if this Waiver of Liability, Release of Claims, and Indemnification Agreement did not provide the protections it gives to the Released Parties, then the costs for engaging in the activity for me would be substantially higher. By signing this, I intend to completely and unconditionally release all liability to the Released Parties to the greatest extent allowed by law.

User’s Affirmation: The individual signing below affirms by their signature that they are obligated to follow the Agreement’s terms and conditions.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_ Zip \_\_\_\_\_\_\_\_\_\_\_

Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_