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

Person/Information (Please Print)

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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2. 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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3. 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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4. 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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5. 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.

   Initial_____

6. 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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7. 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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8. 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_____

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

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10. 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_____

Independence School District

AUTHORIZATION FOR REFERENCE/BACKGROUND CHECKS

Because of the tremendous responsibility the Independence School District has to its school children and community, the following information is needed.

My signature on this form authorizes the school district to conduct a background investigation and authorizes release of information in connection with my application for employment /volunteer. This investigation may include such information as criminal or civil convictions, pending arrests, driving records, previous employers and educational institutions, personal references, professional references, and other appropriate sources. I waive my right to access any such information, and without limitation hereby release the school district and the reference sources from any liability in connection with its release or use. This release includes the sources cited above and specific examples as follows:
Local law enforcement, court records, InfoMart, state or county agencies, information from the Wisconsin or other State Department of Social Services Child Protective Services Unit and any locality to which they may refer for release of information pertaining to any findings of child abuse or neglect investigations involving me.

Furthermore, I certify that I have made true, correct, and complete answers and statements on this authorization in the knowledge that they may be relied upon in considering my application, and I understand that any omission, false answered statement made by me or on this authorization, or any supplement to it will be sufficient grounds for failure to employ, or my discharge should I become employed with the school district. All applicants who desire to be seriously considered for a position with the Independence School District must consent to having a thorough background and reference check. Each question must be answered accurately.

Last Name:	First Name:	Middle Name/Initial:
Please list any maiden names, nicknames, alias names, or other names you have used, including all previous married names. Please list the years when these names were used		

Street Address:	City:	State:	Zip:	Phone Number:

Are you a citizen of the United States:	If not a citizen, indicate alien status and alien registration number:	If naturalized, indicate certification number, date, and place of naturalization:

Date of Birth:	City/State of Birth:

Social Security Number:	Driver's License Number:	Issuing State:

Gender:	Optional - Ethnicity:
☐ Male ☐ Female	☐ American Indian or Alaskan Native ☐ Asian or Pacific Islander ☐ Black, not Hispanic ☐ Hispanic ☐ White, not Hispanic

List All Out-of-State Residences (city, state, and zip code): If you need additional space, please continue on a separate sheet of paper	Dates:

Please answer the following questions by checking the box marked “Yes” or “No”; when a “Yes” is checked, an explanation should be included detailing dates and other significant information.

1. Have you ever been investigated for alleged misconduct in the course of any employment?
   - ☐ Yes
   - ☐ No

2. Have you ever resigned, been disciplined, or dismissed from any teaching, other school position, or any other position (paid of unpaid) involving, children, in part, for alleged immoral conduct or incompetence:
   - ☐ Yes
   - ☐ No

3. Have you ever had a teaching or teacher aide certificate or license to be employed denied, revoked, or suspended?
   - ☐ Yes
   - ☐ No

4. Is disciplinary action of your educationally related certificate or license currently pending in any state?
   - ☐ Yes
   - ☐ No

5. Have you ever been investigated for sexual conduct, abuse, or neglect that resulted in any legal action up to and including conviction, or guilty adjudication for violating a civil law or a local ordinance?
   - ☐ Yes
   - ☐ No

6. Have you ever been convicted of any felony or misdemeanor criminal offense?
   - ☐ Yes
   - ☐ No

7. Have you ever paid a civil forfeiture or fine for a non-traffic related offense (including municipal court violations)?
   - ☐ Yes
   - ☐ No

8. Is any criminal charge pending against you in any state?
   - ☐ Yes
   - ☐ No

Disclaimer: Conviction records are not an absolute bar to employment and such convictions will be considered only if there is a substantial relationship between the circumstance of that conviction and the particular job applied for by the applicant. Furthermore, while a date of birth is requested from the applicant, that information is only necessary for purposes of obtaining background information with respect to the applicant. Age is not a consideration in connection with any application for employment by the Independence School District.

Date: _____ _____

Applicant's Signature

Position:

- ☐ Volunteer: _____
- ☐ Employee: _____
- ☐ Coach: _____
- ☐ Other: _____