

## **Dupree School District Fitness Center**

### **Usage Agreement/Policy Waiver and Release**

**Adopted July 12, 2021**

The Dupree School District grants the use of the school Fitness Center to residents of the Dupree School District under the terms and guidelines of this agreement. The Board of Education considers this usage to be advisable as a community service dedicated to the wellness of the patrons of the district.

All persons requesting to use the Center shall sign a copy of this policy and release form before participating in any activity at the Center during those times the Center is open to the public. A parent/legal guardian shall sign the form on behalf of any child under the age of 18 who will be using the Center during the time it is open to the public. The parent/legal guardian must be in the Center to provide direct supervision of his/her child during such times as the child may be using the facility. To allow for greater access, the parent/legal guardian may delegate direct supervision of his/her child to another member of the Center if that member is age 21 or older. The delegated member then acts in the place of the student's/students' parent and assumes the same responsibility for appropriate supervision.

The District strongly encourages any person using the weight training equipment to do so only when one or more individuals are present so that in the event of an injury there is someone to contact emergency services as needed.

Pursuant to SDCL 13-24-20, persons using the school Fitness Center during the times it is open for public use shall be responsible for any and all damages that may be caused by reason of the use or occupancy, and the District shall not be liable for any suit for damages which might arise as the result of such use of occupancy.

The Superintendent may prohibit the use of the Fitness Center by any person for legitimate reasons, including but not limited to fighting, threatening to fight, disrespect shown toward other people, failure to follow guidelines for access and supervision, misuse or abuse of equipment, and damages to the Center.

### **Fees**

Single Membership: \$50 – 12 Months

Family Membership (immediate members of household): \$75 – 12 Months

Membership fees are non-refundable. A \$20.00 fee will be charged to replace lost entry cards. Please report lost cards to the school office.

### **Hours**

4 AM – 7 AM and 6 PM – 10 PM Monday-Friday

4 AM – 10 PM Saturday and Sunday

The Dupree School reserves the right to make changes to these hours if necessary to accommodate school activities.

## **Usage Agreement/ Policy Waiver and Release**

All users of the Dupree School District Fitness Center, prior to use, must read and sign the following. Parents/guardians shall read and sign on behalf of children under the age of 18. Allowing children to use the Center without supervision will result in the termination of your membership.

In consideration of my use of the exercise equipment and facilities provided by the District, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the district and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the District.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the District, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the District harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and well-being of my guest and myself. I understand that the District does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by the District regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the District is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Physical Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**My child/children (that I have legal custody of) are identified below for use of the Center under my supervision:**

\_\_\_\_\_  
**Print Name of Child**

\_\_\_\_\_  
**Age**

\_\_\_\_\_  
**Print Name of Child**

\_\_\_\_\_  
**Age**

\_\_\_\_\_  
**Print Name of Child**

\_\_\_\_\_  
**Age**

\_\_\_\_\_  
**Print Name of Child**

\_\_\_\_\_  
**Age**

\_\_\_\_\_  
**Print Name of Child**

\_\_\_\_\_  
**Age**

\_\_\_\_\_  
**Print Name of Child**

\_\_\_\_\_  
**Age**

*For Office Use Only:*

This application was received on: \_\_\_\_\_

Received by: \_\_\_\_\_

Membership type: \_\_\_\_\_

Amount paid: \_\_\_\_\_