



Wynot Public Schools

Facility Use Agreement, Waiver, and Release



Wynot Public Schools (the “District”) grants the user(s) identified below (the “User”) permission to use the District’s weight room and gymnasium (the “Facilities”) pursuant to the terms, conditions, and limitations in this Facility Use Agreement, Waiver, and Release (the “Agreement”).

- 1. Adult Users Only.** Must be 18 years of age and graduated to be an authorized User. No person may use the Facilities unless they are an authorized User or unless they are under the direct supervision of an authorized User. As used in this Agreement, any person to whom User provides access to the Facilities, whether by using User’s key fob or otherwise, is referred to as User’s Guest.
- 2. No District Supervision.** User agrees that during the time that the Facilities are available for User’s or User’s Guest’s use, the activities occurring at the Facilities are not under the direct or indirect supervision of the District, its officers, or employees. For example and not limitation, any District officer or employee who may be at, in, or around the Facilities when User’s or User’s Guests are using the Facilities is not responsible for supervising User’s or User’s Guest’s use of the Facilities. User acknowledges that the District is not responsible for the training in the proper use of equipment or the Facilities or supervision of any person using weight training equipment.
- 3. Access Limited.** District courses, classes, practices, competitions, and all other school events take priority over community, User, and User’s Guests’ access to the Facilities. During the school day, access to the Facilities will generally be available from 5:00 am–7:00 am, and again from 6:00 pm–10:00 pm. On non-school days, access to the Facilities will generally be available between 5:00 am–10:00 pm. The District reserves the right to add or delete services, amenities, and hours.
- 4. Assumption of Risk.** User understands and agrees that fitness activities, equipment, and amenities available at the Facilities may be strenuous and/or hazardous and User and User’s Guests should contact a healthcare professional or doctor before beginning any use of the Facilities. User and User’s Guests are voluntarily participating in these activities and using the Facilities and equipment with full knowledge of the dangers involved. User and User’s Guests understand that using the Facilities, including but not necessarily limited to weight lifting, athletics, sports, practice, competition, training, physical fitness exercises, strength and conditioning activities, and for any other uses whether as a participant, competitor, athlete, performer, spectator, guest, visitor, observer, attendee or otherwise is hazardous and presents inherent risks and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, burns, or contraction of infectious disease, which may be severe in nature and which could result in paralysis or even death. For themselves and on behalf of User’s Guests, User hereby agrees to expressly and voluntarily assume and accept full responsibility for any and all risks of injury or death related to these activities and/or User’s or User’s Guests’ use of the Facilities.
- 5. Waiver of Liability Release.** In consideration of permission granted by the District for User’s and User’s Guest’s access to and use of the Facilities, and in full recognition and appreciation of the danger and risks inherent in such activities, User hereby waives, releases, and forever discharges the District, its board of education, officers, agents, employees, volunteers, coaches, sponsors, insurers, legal counsel, and representatives (the “Released Parties”) from any and all claims, including without limitation any and all demands, rights, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, losses, expenses, and causes of action (hereinafter, “Claims”) that User, User’s Guest, or each of their heirs, executors,

administrators, or assigns may have against the Released Parties for all damages whatsoever, including without limitation any and all bodily injuries or loss of property which result from User's or User's Guest's use of the Facilities whether such injuries are caused by the negligence of User, User's Guest, or one or more of the Released Parties.

6. **Indemnity.** In consideration of permission granted by the District for User's and User's Guest's access to and use of the Facilities, User hereby agrees to hold harmless, defend, and indemnify the Released Parties against any and all Claims that arise out of, are related to, or are in connection with User's or User's Guest's use of the Facilities whether such Claims are caused by the negligence of User, User's Guest, or one or more of the Released Parties.

7. **Rules and Regulations.** User acknowledges that the District may establish rules and regulations governing the conduct of Users (and User's Guests) using the Facilities, and User agrees to follow them. These include but are not limited to hours of availability, limitations on use of amenities and/or equipment, and limitation of access upon no notice to User. Among other prohibited conduct, the District prohibits fighting, threats to fight, disrespect to other people, failure to follow guidelines for access and supervision, misuse or abuse of equipment, and damage to the Facilities. User acknowledges that violation of any of the rules and regulations governing User's and User's Guests' use of the Facilities may result in revocation of User's and User's Guests' ability to use the Facilities up to and including a permanent ban. Among other potential violations, User agrees that User allowing any other person, including but not necessarily limited to User's children, to use the Facilities without supervision by an authorized User will result in the termination of this Agreement and User's right to use the Facilities.

8. **User Responsibility for Damage.** User agrees that User will be responsible for paying for all damage to the Facilities caused by User or any of User's Guests.

By signing below, the undersigned User acknowledges that User (1) has read this Facility Use Agreement, Waiver, and Release and understands all of its terms; (2) hereby voluntarily agrees to all of its terms and executes with full knowledge of its significance, (3) **UNDERSTANDS THAT IT CONTAINS AN ASSUMPTION OF RISK, WAIVER OF LIABILITY RELEASE, AND INDEMNIFICATION AND THAT USER SHOULD READ IT CAREFULLY BEFORE SIGNING**, and (4) User is legally bound by it. If User has any questions or concerns, User should visit with an attorney before signing this document.

Family User 1 Name: _____ Signature: _____

Cell Phone #: _____ Email: _____ Date: _____

Family User 2 Name: _____ Signature: _____

Cell Phone #: _____ Email: _____ Date: _____

Family User 3 Name: _____ Signature: _____

Cell Phone #: _____ Email: _____ Date: _____

Please return the completed Agreement to Wynot Public Schools Administrative Assistant Jennifer Schmitz to be reviewed. The District will endeavor to issue a key fob within one week of receiving an approved Agreement. Key fob will only work at the entrance to the weight room.

FOR ADMINISTRATIVE USE ONLY: Application Received on: _____



Community Weight Room and Gym Acknowledgement of Rules



1. I acknowledge that I have been instructed by Wynot Public School District on the policies of the weight room and gym facilities. At no time will I utilize the equipment and facilities for anything other than its intended purpose. As an adult (*18 years old AND graduated*), I am aware that I must supervise all minors who may accompany me while using the facilities.

_____ Family User 1 Initial _____ Family User 2 Initial (*if applies*) _____ Family User 3 Initial (*if applies*)

2. I acknowledge that strength training and aerobic exercise could be potentially dangerous activities. Acknowledging this, I request to voluntarily participate in these activities and the use of weight-room equipment and gym with knowledge of the dangers involved.

_____ Family User 1 Initial _____ Family User 2 Initial (*if applies*) _____ Family User 3 Initial (*if applies*)

3. I acknowledge that the Wynot Public Schools Board of Education will set forth student, community, and staff hours of operation. I am not allowed to use the weight room or gym during the regular school day (*7:00 am to 6:00 pm or school activities*).

_____ Family User 1 Initial _____ Family User 2 Initial (*if applies*) _____ Family User 3 Initial (*if applies*)

4. I acknowledge that I must comply with all rules and regulations associated with the Wynot Public Schools weight room and gym. By signing this document, I consent to all policies and procedures set forth during my use of the facilities.

_____ Family User 1 Initial _____ Family User 2 Initial (*if applies*) _____ Family User 3 Initial (*if applies*)

5. I acknowledge that fobs are NOT to be shared with other families and that the \$25.00 is for the purchase of one fob per family.

_____ Family User 1 Initial _____ Family User 2 Initial (*if applies*) _____ Family User 3 Initial (*if applies*)

6. I understand that propping open an outside door will lead to fob revocation.

_____ Family User 1 Initial _____ Family User 2 Initial (*if applies*) _____ Family User 3 Initial (*if applies*)

7. I acknowledge that non-compliance to any or all rules and regulations associated with the Wynot Public Schools contract is grounds for immediate revocation of my usage for 30 days. (*\$25 key fob reactivation fee*) The 2nd offense will result in permanent revocation.

_____ Family User 1 Initial _____ Family User 2 Initial (*if applies*) _____ Family User 3 Initial (*if applies*)

	Family User 1	Family User 2 (if applies)	Family User 3 (if applies)
Print Name:			
Signature:			
Date:			