

Middletown Area School District
Liability Waiver for Employees Using the Life Fitness Center

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

I request authorization for myself to use the Life Fitness Center (the “Center”). I acknowledge that use of the Center by me is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. Use of the Center involves physical exercise, sport, and recreational activities that may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activity. My use of the Center is a voluntary activity in all respects and I assume all risks of injury and illness that may result from such use. This includes any group activities or individual use of the facility or exercise equipment.

2. As a participant in Center activities, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss which I may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with my use of the Center. I acknowledge that participation and use of the Center is voluntary.

3. I, on behalf of myself, do hereby fully release and discharge the Middletown Area School District and its officers, employees and agents (collectively, the “Released Parties”) from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of participation in all activities utilizing the Center. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I, on behalf of myself, hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties’ negligence. I, on behalf of myself, covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.

4. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys’ fees, sustained by me arising out of, connected with, or in any way associated with, the Center.

5. In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.

6. I have been advised by the Middletown Area School District to consult with a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly use the Center; that I will adhere to any restrictions required by my physician; that I am knowledgeable about the proper use of any equipment that I will use and

the rules of any activities that I will participate in; and that I will carefully read the operating instructions for any Center equipment prior to use and will operate such equipment in strict accordance with instructions.

7. The Released Parties are not responsible for any loss or theft of personal property brought to or left in the Center and I release the Middletown Area School District from any liability for such loss or theft.

8. I understand and agree to adhere to the Middletown Area School District, the Center's policy and rules, which are available for review in the Middletown Area School District, Office of the Superintendent and online in the School District's policies and procedures.

I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. I am 18 years old or older. I understand that my signed waiver will be retained by the School District. This document is binding upon me and my heirs, children, personal representatives and anyone else entitled to act on my behalf.

Employee Signature: _____

Employee's Printed Name: _____

Employee's Position with MASD: _____

Date: _____

I also agree to the following rules regulating use of the Center:

1. Employees have access to the Center for wellness activities solely on a voluntary basis on their own time and should seek medical approval before starting any new exercise program.
2. Employees are allowed access to the Life Fitness Center during days and times approved by the High School Principal, when it is not being used by students for instructional purposes or extracurricular activities. Employee workout times will require the presence of the Strength and Conditioning Coach or a trained volunteer supervisor as identified and assigned by the High School Principal.
3. Access to the fitness room exercise equipment is on a first come, first serve basis. The amount of equipment is limited and employees are asked to limit their use on the fitness equipment to 15 minutes when others are waiting to use the equipment.
4. Employees must not allow non-MASD employees or non-MASD students access into the Center.

5. Employees are responsible for leaving the Center clean and following the posted rules for safe use and maintenance of the fitness equipment. Problems with exercise equipment should be reported to the High School Principal.
6. Any Center maintenance issues should be reported immediately to the High School Principal.
7. No equipment is to be removed from the premises.
8. Failure to observe the above rules can result in termination of an employee's access to the Center.
9. For safety and security, employees are required to not use the Center alone. This is especially important in the evening and early morning hours.
10. In case of an emergency contact 911.
11. Employees should be aware of the location of the first aid kit.
12. All areas of the Center shall remain alcohol and tobacco free.
13. Employee shall comply with all MASD policies while using the Center.

Employee Signature: _____

Employee's Printed Name: _____

Employee's Position with MASD: _____

Date: _____