



Fitness Center General Rules/Waiver and Release Form

The Echo School District Fitness Center is an excellent facility provided for the health and wellness benefit of faculty, staff, students, administration, and community members. We ask that all participants using the center follow the guidelines and procedures below for the safety of participants, to maintain the equipment, and to assure cleanliness of the facility.

A. General Rules for Fitness Center Use

Participants are asked to adhere to the following guidelines:

- Please show respect for the equipment, facility, and toward others using the center.
- Do not move or rearrange the equipment and/or exercise machines, unless otherwise permitted. No horseplay or loud offensive language/music will be tolerated.
- Use a spotter when lifting heavy weights and please do not drop or throw the weights. Keep hands and loose clothes away from weight stacks, cables, and pulleys.
- To assure that all participants are able to use the machines, please limit use of cardio machines to 30 minutes when others are waiting. Proper attire is required at all times: Shirts and athletic shoes must be worn. No sandals, open-toe shoes, or bare feet.
- Water bottles are allowed. All other drinks, food, and glass containers are not allowed.
- The use of photographic equipment to take pictures of any person in the fitness center is prohibited without consent.
- Please wipe off equipment after use with the sanitizer(s) that is provided.. Please pick up trash, towels, and personal belongings before leaving. Try to leave the center in better condition than when you arrived.
- Consult your physician prior to undertaking exercise in the center.
- You must be a resident living within the boundaries of Echo School District, staff member, and or a parent of a student attending Echo School District to use the facility. If you are found to have provided your code to any person your rights will be revoked. If you are found to bring people to the fitness center for it's use who live outside of the district boundaries your rights will be revoked.
- You understand that any damage to the fitness center either on purpose or by accident will be your responsibility to provide funding for repair, your rights will be revoked until cost of repair is made. If you refuse to make good on such issues the event will be turned over to law enforcement. Normal wear and tear is understood.
- Echo School District will trespass any person who violates the terms of this agreement.
- Hours of use will be after 5:00 pm and before 6:30 am. All district use will trump hours of community use.

B. Waiver and Release (Must be completed and on file prior to using the Fitness Center)

I, the undersigned, have read and understand the General Rules for Fitness Center Use. I acknowledge a full understanding of the inherent dangers and risks associated with the use of this facility and/or any fitness/wellness activity occurring therein.

I acknowledge that participation in this facility is strictly voluntary and is a privilege provided by Echo School District and the Community of Echo.

I acknowledge it is recommended that I seek approval from my physician before implementing an exercise regimen, as there may be significant health risks associated with exercising. I also understand that injury or death may result if equipment is not used properly.

I understand that in the event of accident or injury, personal judgment may be required employees, agents, representatives, or volunteers regarding what actions should be taken on my behalf. Nevertheless, I acknowledge that Echo School District personnel may not legally owe me a duty to take any action on my behalf. I also understand that it is my responsibility to secure personal health insurance in advance, if desired.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any fitness/wellness facility activity. I acknowledge that I have either had a physical examination and have been given a physician's permission to participate in these activities, or I have decided to participate in these activities without the approval of my physician.

I understand that the activities, facilities, programs, and services offered by may sometimes be conducted by persons who may not be knowledgeable, licensed, certified or registered instructors or professionals. I accept the fact that the skills and competencies of some employees, agents, representatives, or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and employed to provide such professional services.

In consideration for being permitted to participate in this program, and because I assume all risks involved, I hereby agree that I am responsible for any resulting personal injury, damage to or loss of my property which may occur as a result of my participation or arising out of my participation in the Fitness Center or any fitness/wellness activity occurring therein.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless Echo School District, its officers, officials, agents students and/or employees ("Releasees") from any and all claims, demands, damages, rights of action or causes of actions, present or future, arising out of my use or occupancy of the Fitness Center or any fitness/wellness activity occurring therein, including any injuries arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law. I further state that I am at least eighteen (18) years of age and fully competent to sign this document; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS CONSENT AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST ECHO SCHOOL DISTRICT FOR ANY INJURY SUSTAINED.

Printed Participant's Name (First and Last)

Signature of Participant

Date

- Email Address