

Newman Public Schools Usage Application and Agreement

Pursuant to Newman Grove Public Schools ("District") board policy, the district permits patrons to use certain district facilities on an individual, non-commercial basis upon only one application and upon signing a release, waiver, and agreement. These facilities include: weight room, cafeteria and gymnasium (collectively, the "facilities"). All other facility uses must be approved pursuant to the District's facility use policies and practices.

Applicant Last Name First Name Middle Initial

Street Address City State Zip

Birth date: _____ Home Phone: _____

Work Phone: _____ Cell: _____

Name of Emergency Contact: _____

- Home Phone: _____ Work : _____ Cell: _____
- Relationship of Emergency Contact: _____
- Email of Emergency Contact: _____

Key # _____

Rules and Regulations: By signing this Agreement, you acknowledge that the District may establish rules and regulations governing the conduct of guests using the facilities, and you agree 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 the Applicant.

Services and Access: The District agrees to provide you with use of the facilities and equipment available in the facilities. The District reserves the right to add or delete services, amenities, and hours. You will be provided a key to access the facilities. The annual cost for the key and access is \$_____.

Superior Interest in Usage. The primary use of the facilities is for District students and programs. The District reserves the right to close the facilities, in whole or any part, to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

Compliance with Laws: In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties. The Applicant understands this may limit access to the facilities with no notice provided to the Applicant.

Video Monitoring and Other Security Measures. The District uses security measures such as video cameras on its property and makes recordings as part of its security processes. Video cameras may be used in locations deemed appropriate by the District. The Applicant consents to these security measures.

RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE SCHOOL DISTRICT'S FITNESS CENTER

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

Declaration. I do hereby declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my safe participation or use of the facilities and equipment. I do further hereby acknowledge that I must obtain a Physician's approval for my participation in activities at the facilities, including the use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to utilize the facilities without the approval of a Physician and do hereby assume all responsibilities.

Acknowledgment of Risks. I understand and agree that fitness activities, equipment, and amenities available at the facilities may be strenuous and/or hazardous and I should contact a healthcare professional or doctor before beginning any activities. **I am voluntarily participating in these activities and using the facilities and equipment with full knowledge of the dangers involved.** I understand the risks associated with weight lifting and other available exercise amenities in the facilities, including cardiovascular and other fitness activities, and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or even death. **I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.**

Release, Waiver and Indemnification. In consideration of permission granted by the District to use the District's facilities, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the District and the parties named above for all personal injuries or loss of property which I incur by using the facilities and equipment or that otherwise result from my participation in any activities, whether such injuries are caused by my negligence or the negligence of the District or any of its employees, representatives, or volunteers. I agree to indemnify the District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

Responsibility for Supervision. I understand that the facilities will be available to me only during hours designated by the administration, and that I am responsible for my own use of facilities and equipment at all times. I will inspect the facilities and equipment upon each visit before using any equipment. The District provides no training, supervision, or assistance.

Compliance with Rules. I agree to abide by all District rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me pertaining to the use of the fitness center.

THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.

Clearly PRINT the following information:

Name: _____ Age: _____

Date: _____

Signature: _____

PARENT OR GUARDIAN IF USER IS UNDER AGE 19:

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

Clearly PRINT the following information:

Child's Name: _____ Child's Birthdate: _____

Father's Name: _____

Mother's Name: _____

Father's Signature: _____ Date: _____

Mother's Signature: _____ Date: _____