

**ARGYLE CENTRAL SCHOOL DISTRICT FITNESS CENTER
WAIVER AND RELEASE OF LIABILITY FORM
Resident**

Residents of the Argyle Central School District (the “District”) who wish to utilize the District’s Fitness Center must:

1. Provide proof of residency within the District (i.e. driver’s license or other legal documentation); and
2. Complete this Waiver and Release of Liability form and have it approved by the District.

Individuals who fail to meet both of these requirements will not be allowed to access or use the District’s Fitness Center.

As a condition of using the fitness center at the District located at 5023 State Route 40, Argyle, New York (the “Fitness Center”), I, _____, make the following representations and agree to the following:

1. I represent that I am using the Fitness Center voluntarily and solely for my own personal benefit. My use of the fitness center is solely as a resident of the District, and not as a student or employee of the District. I recognize that the District has the right to prevent or limit my access to the Fitness Center at any time in its sole discretion.
2. I agree to use the Fitness Center solely for my own personal training, weight training, cardiovascular exercise, and/or general fitness, and not for any other purpose.
3. I agree to observe and obey all rules and warnings posted at the Fitness Center and all policies and procedures of the District, and I further agree to follow any verbal and written instructions or directions given by District employees, staff, representatives or agents of the District.
4. I recognize that there are certain inherent risks associated with my use of the Fitness Center and/or engaging in the types of activities referenced above, and I knowingly and voluntarily assume and accept all of those risks. I assume full responsibility for any personal injuries to myself during my use or presence in the District’s Fitness Center.
5. For myself and any and all persons who may lawfully claim under me, including but not limited to my children, spouses, agents, heirs, executors, administrators, successors, personal representatives, assigns and distributees, I hereby release and forever discharge the District from any and all debts, obligations, liabilities, suits, actions, damages, costs and expenses, including attorney fees and other litigation costs, and all claims or demands, in law or in equity, including but not limited to liabilities, claims or demands for bodily injury, personal injury (including death) and/or property losses or damage, arising out of my use of or presence in the District’s Fitness Center in any way.
6. I agree to defend, indemnify and hold harmless the District, its board members, directors, officers, agents, employees to the fullest extent permitted by law, with respect to all debts, obligations, liabilities, claims or demands relating to any and all alleged or actual injury,

disability, death or loss or damage to person or property, arising out of my use of or presence in the District's Fitness Center.

7. I agree to pay for any and all damages to the Fitness Center, including damage to equipment in the Fitness Center, which were caused by my negligent, reckless, or intentional actions.
8. Any legal or equitable claim that may arise from my use of or presence in the Fitness Center shall be resolved under the laws of the State of New York.

Fitness Center User Agreement Stipulations

- I certify that I watched the training video and agree to use all equipment as instructed.
- I agree to use all available safety features on the equipment.
- I will sign in to the fitness center prior to each use respectively.
- I will ensure all equipment is properly cleaned and put away after I complete my use.

NOTE: This form is a legal document and should be read completely and understood completely before signing. If you do not understand this document, please consult your attorney before signing.

[Resident Signature] _____ Date

CONTACT INFORMATION

Name: _____ **Home Phone #:** _____ **Cell #:** _____
Address: _____
Email Address: _____
Emergency Contact #1: _____ **Relationship to Resident:** _____
Home Phone #: _____ **Cell Phone #:** _____
Emergency Contact #2: _____ **Relationship to Resident:** _____
Home Phone #: _____ **Cell Phone #:** _____

For District Use:

Swipe Card # _____ **Issued on** _____ **Deposit Collected*** _____

***Replacement Swipe Cards Require An Additional \$10 deposit**

[Superintendent's Signature] _____ Date