



# Fitness Center Employee Waiver of Liability and Terms of Use Peru Elementary School District 124

*Updated 9-24-20*

## **Waiver and Release**

In consideration of Peru Elementary School District 124 (hereinafter the "District") allowing me (hereinafter the "Participant") to travel to and from and use the Parkside School Fitness Center (hereinafter the "Fitness Center"), I do hereby Release, Discharge, and Indemnify the District, its Board of Education, the individual members, agents, employees, and representatives thereof (hereinafter, the "District"), from any and all claims, demands, and causes of action which may accrue to me, my heirs, executors or assigns, as a consequence of, and/or resulting from undertaking such activity and any resulting personal injury including, but not limited to: permanent or temporary disability, broken bones, torn or pulled ligaments or tendons, stress fractures, bone spurs, back injury, all soft tissue injuries, injury to skin, eyes, muscle tears and bruises, all dental injuries, concussions, or death, (hereinafter "personal injury") or property damage which I may sustain in the course of such activity participation.

I acknowledge that use of the Fitness Center is completely a voluntary activity and that injuries incurred while participating in or transporting to or from said activity do not arise out of or relate to my course of employment with the District. I understand that the District will assume no responsibility for the supervision of me or for damage, accidents, injuries, or personal injuries incurred as a result of my participation in this activity.

I assume all responsibility to pay for any damage and/or personal injury that I may cause to myself, others, and/or property while participating in the activity. I release and waive, and further agree to indemnify, hold harmless, and reimburse the District from and against any claim which I or any other person, firm or corporation may have or claim to have, known or unknown, directly or indirectly, for any losses, damages (including consequential damages) or injuries arising out of my participation in the activity.

I acknowledge that I have either had a physical examination and have been given a physician's approval to use the Fitness Center, or that I have decided to use the Fitness Center without the approval of my physician. I have adequate medical and liability insurance, and will provide proof of such upon request.

## **Terms of Use**

Furthermore, I understand and agree to the following terms of use:

**Entering and Exiting:** All use of the Fitness Center requires employees to enter and exit Parkside with the provided key card through the main east entrance only. Upon entering (and disengaging the alarm as necessary), all employees MUST write their name on the marker board provided in the east entrance. Upon unlocking and entering the Fitness Center, **employees MUST sign in with their entrance and exit times indicated on the form provided in the Fitness Center.** Upon exiting, employees should turn off any lights, lock the Fitness Center, erase his/her name from the marker board at the east entrance and, if no one remains in the building, engage the alarm.

**Cleaning/Sanitizing of Equipment:** After using any piece of equipment in the Fitness Center, please use the available cleaning solution and paper towels to wipe down all touch points on the equipment and in the Fitness Center. Hand sanitizer is also available to use when entering and exiting the room.

**Family Members and Guests:** Family members and other guests are NOT permitted to use the Fitness Center. The Fitness Center is only available for use by employees who have received prior approval and signed this Waiver.

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**Availability:** The Parkside Fitness Center is only available during certain non-student hours, and use is subject to availability. These hours are subject to change at any time, particularly during times of maintenance activities over extended breaks. Generally, allowable employee Fitness Center hours are:

**Regular School Days**                      **6:00 a.m. – 8:00 a.m. and 3:30 p.m. – 9:55 p.m.**  
**Weekends, Holidays & Breaks**   **6:00 a.m. – 9:55 p.m.**

Use of the facility is a privilege, not a right. Failure to comply with these terms of use may, in the sole discretion of the Administration, result in the denial of this privilege.

**Other General Guidelines**

All participants/users of the Parkside School Fitness Center should adhere at all times to the following guidelines for use of the building, room and equipment:

1. It is understood that you have sufficient training and background to use the fitness equipment. In the event you have any questions or would like additional training, you will need to refrain from using the equipment until such time that your specific questions are answered and/or you receive any necessary training on the use of any equipment.
2. No food or beverages other than bottled water shall be brought into the Fitness Center.
3. While it is clear that only employees with prior permission through the signing of this form can use the Fitness Center, please also refrain from bringing children or other family members to use the gym or other facilities.
4. Please report any problems with equipment as soon as possible. This will ensure the safety and welfare of all participants and students, as well as allow the District to protect and properly maintain the equipment.
5. Be sure you understand the entrance and exit procedures during off hours. This includes the alarm system codes.
6. Please report any lost or stolen keys immediately.
7. There is only one of each piece of equipment. While there are no specific guidelines for length of use, please use courtesy when other participants are in the room so that all participants have reasonable access to the equipment.

**By signing below, I acknowledge that I have read, understand and agree to the above terms.**

\_\_\_\_\_  
Signature of Agreement by Employee

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Signature of Approving Administrator

\_\_\_\_\_  
Date Approved

<b>I have a Fitness Center key:</b>		<b>Y</b>	<b>N</b>
<b>OFFICE USE ONLY</b>			
Fitness Center Key Issued:		Y	N
Date Issued:	_____		
Parkside Key Card Issued:		Y	N
Key Card #:	_____		