#### Fowler Unified School District 225 Wellness Center/Weight Room Membership Agreement

The undersigned individual (the member) hereby indicates their desire to become a member of the Fowler USD 225 Wellness Center/Weight Room program, pursuant to the terms and conditions of this membership.

MEMB	ER INFORMATION				
NAME:					
ADDRI	BSS:	•	<del></del>		
DATE (	OF BIRTH:	EMAIL:			
PHONE NUMBER:					
The me without	Attestation  mber attests that they are fully able undue risk.  BERSHIP DUES	to participate in an exercise	regimen of their d	esign or choosing	
	Single Membership	Valid for one individual	1 Access card	\$10/month or \$100/annual	
	Family Membership	Valid for all individuals in one household	2 Access cards	\$20/month or \$200/annual	
	Individuals included on family membership				

#### Member Access

This membership agreement entitles the member to access the Fowler USD 225 Wellness Center and Weight Room facilities so long as all dues are current. Unless otherwise noted, facilities are open 24 hours a day, seven days a week.

#### Indemnification

This membership serves as a liability release, pursuant to which the Member agrees to indemnify and hold Fowler USD 225 harmless against any and all claims of loss or damage without limitation.

#### **Membership Cancellation**

This membership may be cancelled by providing written notice to Fowler USD 225. Upon cancellation, Member must return all issued access cards.

#### Membership Rules & Participation

The member hereby agrees to abide by all posted safety guidelines and regulations while using Fowler USD 225 facilities and equipment.

The member agrees to dress and conduct themselves in a manner deemed appropriate for a fitness facility.

The member shall not consume drugs, alcohol, or tobacco products on Fowler USD 225 property.

Membership grants access to the Wellness Center and Weight Room only. Membership does not grant access to any school building, gym, dome, metal shop, or wood shop.

Payment is due on the 5<sup>th</sup> day of the month. There is no grace period.

No one under 16 years old is allowed in either facility without an adult (18 years or older).

Waiver must be signed by all family members using facility.

Fowler USD 225 reserves the right to restrict or remove members' access for violation of rules or damage to facilities/equipment.

#### Acceptance

The signed parties below hereby enter this membership contract with one another in acknowledgement and acceptance of the terms listed above.

Fowler USD 225	Member
Authorized Representative	Member Name (Printed)
Signature	Signature
Date	Date

#### Fowler Unified School District 225

#### Wellness Center/Weight Room

#### Liability Waiver

In consideration of my use of the exercise equipment and facilities provided by Fowler USD 225 (the company), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and wellbeing of my guest and myself. I understand that the company does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

## I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Date:			
Signature:			
Print Name:			
For family memberships:			
Signature:			
Print Name:			
Signature:			
Print Name:			
Signature:			
Print Name:			
Signature:			
Print Name:			
Signature:			
Print Name:			

### FOWLER WELLNESS CENTER RULES

- 1) THIS FACILITY IS NOT SUPERVISED. USE OF ALL EQUIPMENT IS THE RESPONSIBILITY OF THE MEMBER.
- 2) MEMBER IS RESPONSIBLE FOR KNOWING HIS/HER OWN LIMITATIONS.
- 3) CHILDREN UNDER THE AGE OF 16 MUST BE SUPERVISED.
- 4) PLEASE KEEP BREAKABLE OBJECTS OUT OF THE FITNESS CENTER.
- 5) SHOES AND SHIRTS MUST BE WORN AT ALL TIMES.
- 6) PLEASE WIPE DOWN ALL EQUIPMENT WHEN DONE.
- 7) NO TOBACCO OR ALCOHOL ALLOWED ON THE PROPERTY.
- 8) USE AT YOUR OWN RISK!



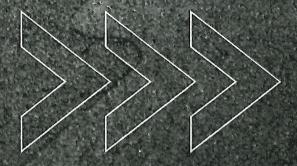
# WELLNESS CENTER AND WEIGHT ROOM

24 hrs.

## GYM HOURS

7:00am-9:000am and

5:00pm-9:00pm



For key issues call 316-247-2165 and maintenance reports please call the 620-518-1185