

Galion Weight Room Facilities, Equipment & Gym Liability Form

PLEASE READ THIS WEIGHT ROOM FACILITIES, EQUIPMENT AND GYM AGREEMENT (“Agreement”), WHICH INCLUDES A FULL WAIVER AND RELEASE OF LIABILITY, CAREFULLY BEFORE SELECTING EITHER THE “Yes” or “No” OPTION TO THE “I accept the terms of this Agreement” STATEMENT BELOW. BY SELECTING THE “Yes” OPTION TO THE “I accept the terms of this Agreement” STATEMENT BELOW, YOU ARE CONFIRMING YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS Agreement. IF YOU DO NOT AGREE TO THE TERMS OF THIS Agreement, SELECT THE “No” OPTION AND DO NOT USE THE WEIGHT ROOM OR GYM.

In exchange for being allowed the opportunity to enter and/or utilize the Weight Room facilities, equipment & gym provided by the Galion City School District (“District”), the undersigned hereby agrees and acknowledges as follows:

1. Identification of Risks. **I understand that the activity of physical exercise involves certain physical risks, both foreseeable and unforeseeable, including, without limitation, the risk of injury, property damage, disability, death and other losses to participants and bystanders and I expressly accept and assume those risks.** I am aware of the risks and dangers inherent with the activities in which I will be participating at the Weight Room/gym facilities, and I acknowledge that I am capable of participating in those activities responsibly.

2. Assumption of Risk. I am physically able to use the Weight Room/gym facilities provided by the District and assume all risks connected with using the Weight Room/gym facilities provided by the District. I understand that before beginning or changing any exercise program, it is recommended that I consult with my physician. I understand and agree that any bodily injury, disability, death or loss or damage of property and expenses as a result of participating in any exercise activity or use of the Weight Room/gym facilities & equipment are my personal responsibility.

3. Waiver and Release. *As lawful consideration for being permitted to utilize the Weight Room’s/gym facilities & equipment, I hereby release and discharge from any claims, demands, losses, damages and legal liability arising from or in any way related to my use of, enjoyment of, observation of, and/or participation in Weight Room/gym facilities, and I agree not to sue, claim against the property of, or prosecute, the District, and all of its directors, officers, members, partners, organizations, agents, employees, invitees, successors and assigns (all of the foregoing, collectively, “releasees”) whether or not such suits, claims, demands, losses, damages and legal liability arise or are in any way related, in whole or in part, to the active or passive negligence of the District or any of the releasees (including, without limitation, negligent rescue operations), and I hereby also release the District and releasees from any other cause. I further agree to indemnify and hold harmless the District and releasees, from and against any and all property damage, injury or death caused by, suffered by or in any way resulting from my use of, enjoyment of, observation of, and/or participation in District facilities or any District events, whether or not such property damage, injury or death was caused in whole or in part by the active or passive negligence of the District or any of the releasees. This Waiver and Release shall be legally binding upon me, my spouse and heirs, my beneficiaries, my estate, assigns, legal guardians and my personal representatives. I also intend for this Waiver and Release to apply to any state or federal claim, whether arising under statutory or common law.*

4. Consent to Medical Treatment. I agree that the District (including its directors, officers, members, partners, organizations, agents, employees, invitees, successors and assigns) may, but has no duty or obligation to, provide me, through medical personnel of their choice, customary medical or training assistance, transportation, and emergency medical services. I understand and agree that I am responsible for all medical expenses that may result in the event that the District provides me medical assistance.

5. Entrances and Exits. I agree that I will enter and exit the Weight Room/gym facilities only during posted times and with proper supervision.

6. Consequences. I agree that in the event that I violate any term or condition of this Agreement, the District may, in its sole discretion, permanently revoke my permission to access the Weight Room/gym facilities.

7. Acknowledgment of Waiver. I have carefully read this Agreement and fully understand its contents. I am aware that I am releasing substantial legal rights that I otherwise may have and enter into this Agreement of my own free will, and with full comprehension and awareness of the risks involved. By signing this Agreement I expressly agree that the foregoing Waiver and Release, Consent to Medical Treatment, and Acknowledgment of Waiver are intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THIS AGREEMENT IF YOU HAVE NOT READ IT COMPLETELY OR DO NOT UNDERSTAND OR DO NOT AGREE WITH ANY OF ITS TERMS.**

I accept the terms of this Agreement:

Signed: _____

Printed Name: _____

Date: _____