

## BIGFORK FITNESS CENTER WAIVER OF LIABILITY

- I acknowledge that I have voluntarily chosen to participate in a program of physical exercise at the Bigfork Fitness Center.
- I acknowledge and understand that there are risks associated with the use of fitness equipment and the facilities. The strenuous nature of the program and risks of participation include but are not limited to risks of physical injury, abnormal blood pressure, heart attack, and death.
- I acknowledge and agree that if I become aware of any unsafe equipment or conditions in the facility that I will report this information to the Bigfork High School Office.
- I agree to be respectful and courteous while using the Fitness Center's facilities. Inappropriate behavior, including harassment, disruptive or unsafe conduct, and disrespect to others or the equipment may result in the termination of membership.
- I acknowledge that I have been informed that ISD #318 does not provide supervision at the Fitness Center and I am using the facility and the equipment therein at my own risk.
- I agree to use the Fitness Center's facilities and equipment safely and will seek professional instruction when necessary.
- By signing (typed signature) this document, I expressly assume all risk for my health and well-being and expressly assume the other risks associated with participating in any activity at the Fitness Center including, but not limited to, the negligence of the Independent School District #318 and any other organization participating in or involved in providing any classes, functions, programs, testing, or other activities that I participate in at the Fitness Center (including without limitation the School Board Members, administration, teachers, and employees of ISD #318).
- I also hereby release, waive, discharge, and covenant not to sue Independent School District #318, its Board Members, administration, teachers, and employees, or any other organization providing or promoting classes, functions, programs, testing or other activities that I participate in at the Fitness Center (including without limitation the owners, officers, directors, employees, and representative of any of the foregoing) at any time hereafter, from any and all demands, liabilities, losses, or damages (including death, injury or damage property) cause or alleged to be caused in whole or in part by the negligence of any of the foregoing people or entities.
- I have read and understand the waiver, release, and express assumption of risk. I have also read, understand, and will adhere to all guidelines and policies in regard to this benefit. This waiver and release shall survive the period of actual use of the Fitness Center.
- By typing my name below, I acknowledge the information on this form and have completed this accurately. I understand the information and/or will clarify any questions that I have with the program staff.



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(Printed Member's Name)

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(Address, City, State)

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(Member's Signature)

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(Member's Phone Number)

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(Date)

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(Emergency Contact Name)

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(Emergency Contact's Phone Number)