



FITNESS CENTER AND GYMNASIUM USE AGREEMENT

In consideration of my use of the exercise equipment and facilities provided by Tintic School District, 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(s) 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 Tintic School District.

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(s), and I hereby fully and forever release and discharge Tintic School District, 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 Tintic School District 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(s).

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

I agree to comply with all rules imposed by Tintic School District 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 Tintic School District 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 understand and agree that Tintic School District reserves the right to terminate this agreement immediately by notice in writing at its absolute discretion at any time. I understand and agree that High school activities, Jr. Jazz basketball, etc. will take precedence over use of the gymnasium

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: _____

All User Agreement forms must be signed and submitted to the District Office before using the Fitness Center or Gymnasium.

Fitness Center Rules

1. No one under 9th grade is allowed in the Fitness Center. 7th and 8th grade students may use the Fitness Center only when supervised by a coach or teacher.
2. No food or drink, water only. No chewing gum.
3. Proper dress is required: NO street shoes, muddy shoes, or jeans.
4. Treat all machines with respect.
5. Do not use more weight than you can handle, always have a spotter.
6. Do not drop the weights down, this will cause damage to the machine and area.

District Gymnasium Rules

1. **No unsupervised play of children, a parent must be present AT ALL TIMES.**
2. High school activities, Jr. Jazz basketball, etc. always take precedence over public use of the gymnasium.
3. Use of tape on the gym floor or walls is strictly prohibited, NO EXCEPTIONS.
4. No food or drink, water only. No chewing gum.
5. Only non-scuffing athletic shoes are allowed on the floor.

I HAVE READ THE FOREGOING FITNESS CENTER AND GYMNASIUM RULES AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Date: _____

Signature: _____

Print Name: _____