

**Panther Community Fitness Center
Waiver of Liability, Release of Claims and Indemnification
User Agreement**

This Waiver of Liability, Release of Claims and Indemnification User Agreement is a binding agreement between _____ (applicant) and the School District of Pittsville ("District").

Panther Community Fitness Center (PCFC) includes the cardio room, weight room, main lobby, bathrooms in main lobby, cubbies in the main lobby, and lockers/keys in the north hallway.

I agree and acknowledge as follows:

1. ACKNOWLEDGEMENT OF RISK – The District provides use of the PCFC which is valuable to me and of which I desire to use. I am aware of the inherent risks of serious injury or illness, including, but not limited to, sprains, strains, broken bones, tears, heart palpitations and in rare cases, paralysis or death that may result from participating in physical activity or my presence or use of the PCFC. These risks include, but are not limited to, those caused by over exertion, incorrect form or technique, misuse or malfunction of equipment, slips, falls, and other negligent actions of myself or others. I willingly assume this risk. I accept full responsibility for the risks that I am exposing myself to and I accept full responsibility for any injury, illness or death that may result while present at or from participation in any activity or exercise at the PCFC. With this knowledge, I am willingly and voluntarily participating in physical activity, and being present at the PCFC. **Initial** _____

2. WAIVER OF LIABILITY AND RELEASE OF CLAIMS – I fully and forever release, acquit and discharge the District and its employees, administrator, Board members, agents, representative, volunteers, successors, and assigns (collectively the "Released Parties") from any and all liability, losses or damages sustained by me or which may be sustained by me in the future as a result of any act, omission, representation, misrepresentation, violation of code or statute, breach of contract, negligence or bread of any duty or obligation of any nature whatsoever by me, by the Released Parties, or any other person, whether in law or in equity, whether sounding in tort, in contract or otherwise, or arising out of or in any way connected with my participation in, my presence at or my use of the PCFC, or arising out of any injuries. I assume full responsibility for any risks whether caused by the negligence of the Released Parties or by others. I do not release claims based on reckless or intentional act, and I do not release claims based on the acts of others who are not Released Parties. Users are notified by this paragraph that the District does not, in connection with authorizing access to and the use of District property under this facility use request/agreement, provide an user or any participant with any type of personal insurance coverage, personal accident coverage, or other personal coverage for any other type of expense, damage or loss, including but not limited to medical expenses. **Initial** _____

3. **INDEMNIFICATION** – I agree to indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including claims for reimbursement, repayment of subrogation of amounts paid on my behalf by third parties relating to any injury or losses I may suffer and have released under paragraph 2 above. I also agree to indemnify and hold harmless the Released Parties from any damage to property or injury, illness or death that I may cause to myself or others. I understand my obligations also include paying or reimbursing the Released Parties for all costs the Released Parties incur in defending or resolving such claims, including attorneys’ fees, whether such claims are made by me or someone on my behalf and regardless of the outcome of the claims. I accept full financial responsibility to indemnify the Released Parties, and I accept full financial responsibility for any damage to property or injury, illness or death that I may cause to myself or others. **Initial _____**

4. **IMMUNITIES** – In addition to the immunities from liability and negation of specific legal duties as provided under Section 895.523, Wis. Stats., the School District of Pittsville, the Board, and all officers, employees and agents of the District also fully retain all other legally enforceable (1) immunities from liability; (2) limitations on liability and monetary judgments; and (3) rights to seek or claim indemnifications. **Initial _____**

5. **RULES/REGULATIONS** – I agree to follow all rules and regulations in regards to the PCFC as set forth in the Panther Community Fitness Center Rules and Regulations available on the website or in the District Office. The School District of Pittsville Board of Education is responsible for establishing all rules and regulations for the use of the PCFC. The Board of Education reserves the right to review and amend rules as appropriate. **Initial _____**

With knowledge of the risks involved and the rights that I give up, I freely sign this binding Agreement and waive the rights I might otherwise have to bring a claim against the Released Parties and with full knowledge of my responsibility of indemnification of the Released Parties. I have considered that if this Waiver of Liability, Release of Claims, and Indemnification User Agreement did not provide the protections it gives to the Released Parties, then the costs for engaging in the activity for me would be substantially higher. I have considered whether to pay substantially higher costs rather than negotiating different terms than in the Agreement. I do not want to pay those substantially higher costs or negotiate other terms to this Agreement. I waive my right to negotiate for different terms of this Agreement, and I accept the terms of this Agreement.

User’s Affirmation. The individual signing below affirms by his/her signature that he/she is obligated to follow the Agreement’s terms and conditions.

Signature of Applicant: _____

Printed Name of Applicant: _____

Date Signed: _____