

FITNESS CENTER – MEMBERSHIP AGREEMENT

GREENWOOD SCHOOL DISTRICT

FIRST READING: 03/16/2012

SECOND READING: 04/24/2012

APPROVED: 04/24/2012

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836.2 – FITNESS CENTER MEMBERSHIP AGREEMENT

GOVERNANCE:

The School District of Greenwood has the sole power to amend, supplement, or modify, without notice, the Rules and Regulations of the Greenwood Fitness Center. Member(s) understand that this membership is subject to those rules and regulations that are in effect and amended as deemed necessary. The member(s) acknowledges receipt of a copy of this agreement and the written rules and regulations of the facility. Violations of these rules and regulations can result in loss of membership with no right to any refund of membership fee.

In order to assure safety and enjoyment of all members, the School District of Greenwood reserves the right to cancel membership of any member whose action is detrimental to the enjoyment or safety of fellow members. The Fitness center is under 24 hour surveillance. If it is determined that action must be taken, there will be no recourse for appeal or refund.

The School District of Greenwood will continue to monitor and review the rules and regulations regarding the use of the Fitness Center and adapt them to best provide for the safety and enjoyment of all members. Notice of any changes will be posted for members to review.

_____ (Member’s Initials)

HOURS OF OPERATION:

Hours of operation are to be designated by the School District of Greenwood Board of Education. Hours of operation will be posted. Although the district will attempt to provide consistent hours available to the public, hours of operation may be subject to change. All attempts to provide up-to-date availability will be made. During student-designated hours, students will have priority on the available equipment.

_____ (Member’s Initials)

ENTRY:

All members are to use the east entrance door # 9, designated entry to the fitness center. Entry to the Greenwood Fitness Center will require usage of a key fob. Each member will receive a key fob and each member must enter individually. Any misuse of entry provisions will result in immediate termination of membership with no refunds. Unauthorized entrance of the Fitness Center by non-members is not permitted. Loss or damage of the key fob will result in a \$10 replacement fee.

_____ (Member’s Initials)

GUESTS:

Guests may be allowed to enter the fitness center (one guest per member). Member is responsible for placing a \$5.00 guest fee in the appropriate drop box. Each guest is to sign the guest waiver form. Abuse of the guest privilege will result in immediate termination of membership with no refund.

_____ (Member's Initials)

VIOLATIONS OF RULES AND REGULATIONS:

Each member will be given a copy of the rules and regulations. In the event the member violates any of the rules and regulations herein contained or posted in the fitness center or as amended, the School District of Greenwood may terminate the membership with no refund. The initials below indicate that member has received a copy of the rules and regulations, understands the established rules and regulations and agrees to adhere to them.

_____ (Member's Initials)

ASSUMPTION OF RISK OF INJURY:

Members understand that by signing this agreement, they assume all risk of injury and waive all rights to pursue personal damages of any kind when in and using the equipment provide in the Greenwood Fitness Center. In the event an injury should take place on the School District of Greenwood property, member shall hold harmless the School District of Greenwood, employee's and agents of all liability claims, including claims for contribution. This waiver of liability shall apply to their heirs and assign.

_____ (Member's Initials)

MEMBER INDEMNIFICATION:

Members understand and agree that the Fitness Center will be unsupervised. Member acknowledges that no employee will be on site to provide assistance in using the equipment, member assumes all risk. In recognition of the possible danger connected with any physical activity, member hereby knowingly and voluntarily waives any right of cause of action now or hereafter of any kind whatsoever arising from which any liability, which may or could accrue to the School District of Greenwood. Member will reimburse the School District of Greenwood for any damages he/she may cause to the equipment and/or to the physical infrastructure of the facility.

_____ (Member's Initials)

Applicant Name (printed): _____

Applicant Signature: _____ Date: _____

Trainer Approval Signature: _____ Date: _____