

SOUTHERN DOOR COUNTY SCHOOL DISTRICT TALON COMMUNITY FITNESS CENTER RECREATIONAL AGREEMENT

This Recreational Agreement ("Recreational Agreement") is between the Southern Door County School District ("District") and Talon Community Fitness Center household member _____ ("Member") or Outside Organization ("Outside Organization") pursuant to Wisconsin Statutes § 895.523 Recreational Activities in a school building or on school grounds Limitation of Liability.

Activities ("Recreational Activity") under this Recreational Agreement by Member or Outside Organization include, but are not limited to, use of facilities for exercise, physical fitness, wellness, and recreational activity.

All Members and/or Outside Organizations are subject to the terms and conditions of the Southern Door County School District Board Policy USE OF DISTRICT FACILITIES [7510](#). Pursuant to Wisconsin Statutes § 895.523(2), the District, its Board, officers, employees or agents do not owe to any person who enters the school grounds to engage or participate in a recreational activity held pursuant to a Recreational Agreement any of the following:

- A duty to keep the school grounds safe for the Recreational Activity
- A duty to inspect the school grounds
- A duty to give warning of an unsafe condition, use or activity on the school grounds

The following are the eligibility requirements of **all Members in a household** to join or remain in good standing with the Talon Community Fitness Center:

- _____ Minimum high school graduate; or high school minors must be accompanied by an adult member
- _____ Satisfactory Background Check as approved by District
- _____ I have read, understand and will comply with the Talon Community Fitness Center Rules
- _____ Complete Waiver and Release of Liability form
- _____ Acknowledgement of viewing of the Talon Community Fitness Equipment Introduction videos
- _____ Payment of applicable Membership Fee

The Recreational Activity under this Recreational Agreement will be permitted at the Talon Community Fitness Center during the following time(s):

- During **REGULAR SCHOOL YEAR** (September 1 thru May 31):
 - Monday-Friday 5am-7am and 5pm-8pm
 - Saturday 7am-10am
- During **SUMMER** (June 1 thru August 31):
 - To be announced

Note: On rare occasions, school teams take precedence with use of the fitness center. Such times will be posted 24 hours in advance on the Talon Fitness webpage of the District website. The District will program Fob access to reflect the community hours of use. The posted hours of use take precedence over allowable Fob access in the event that programming has not been completed or alternative hours have been posted. Talon Fitness Center hours are subject to change without notice. When school is closed due to inclement weather, the Talon Fitness Center will also be closed.

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TALON COMMUNITY FITNESS CENTER RULES

Talon Community Fitness Center Rules ("Rules") have been established for the safety of all Members, Outside Organizations, and their guests. Adhering to the stated rules is required by all individuals.

1. Be respectful of the property and people around you.
2. Adhere to the posted Talon Community Fitness Center hours.
3. Do not park in fire lanes (fire lanes are marked with yellow lines). Cars parked in fire lanes are subject to ticketing/towing.
4. Use equipment for its intended purpose and use it at YOUR OWN RISK. The District assumes no responsibility for any injury that may occur in the Talon Community Fitness Center.
5. Follow the equipment directions carefully.
6. Use equipment only if you are in the proper health condition to do so.
7. Shirts, athletic pants/shorts and shoes must be worn at all times. No sandals, flip-flops, or open-toe shoes.
8. No food, alcohol, glass containers, smoking or horseplay is permitted in this facility. No pets allowed.
9. Children under the age of 18 and/or Students enrolled at Southern Door High School must be accompanied and supervised by either their Member parent or a Southern Door coach at all times.
10. The Southern Door County School District is not responsible for personal items that are lost or stolen.
11. Immediately report faulty or damaged equipment to a staff member or District Office (920) 825-7311.
12. Do not prop or leave open any doors.
13. Requests made by/Directives from Talon Community Fitness Center staff must be followed at all times.
14. Violation of the Talon Community Fitness Center Rules will result in revocation of Membership.

The Southern Door County School District, its Board, officers, employees or agents are not liable for the death of, any injury to, or any death or injury caused by a person engaging or participating in a Recreational Activity held pursuant to the Recreational Agreement and taking place on the school grounds of the Southern Door County School District.

WAIVER AND RELEASE OF LIABILITY

In consideration of my use of the exercise equipment and facilities provided by the District, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the District 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 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 the District. By the execution of this Recreational 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, and I hereby fully and forever release and discharge the 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 of the use of said equipment and facilities.

- I expressly agree to indemnify and hold the 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.
- I agree to be solely responsible for the safety and well-being of my guest and myself. I understand that the District does not provide supervision, instruction or assistance for the use of the Facilities.
- I agree to comply with all rules imposed by the District regarding the use of the Facilities. 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 there are inherent dangers in using equipment and Facilities of the District, and I accept the responsibility for becoming familiar with such equipment and Facilities and taking any necessary precautions to avoid the inherent risks related to the use of such equipment and Facilities.
- I understand that I accept the use of the District Facilities in "as-is" condition with no changes or modifications to be made before such use.
- I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.
- I understand that I could be liable for damages caused by my negligence to the Talon Fitness Center, Facilities and/or equipment. Cases of negligence or vandalism will be reported to legal authorities. I agree to compensate the District for Facilities and/or equipment that may be damaged as a result of my negligent use.
- I understand and agree that the 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.

On behalf of myself, I hold harmless, agree to defend and indemnify the District, its employees, administrators, officers and agents, including volunteers assisting in the preparation and maintenance of such Facilities and/or equipment, from any claims, damages, costs, and expenses which may result from or be related in any way to the use of Facilities and/or equipment. I have read and agree to abide by the rules and guidelines regarding the Facilities.

WAIVER AND RELEASE OF LIABILITY CONTINUED

By signing this document, I agree that if my guest or I am hurt or property is damaged during the use of the Talon Community Fitness Center, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I understand that I am being asked to read each of the above paragraphs carefully and understand their impact and effect. I acknowledge that if I wish to discuss, negotiate or bargain over any of the terms contained in this agreement, prior to signing it, I may contact Ben Kline, Athletic Director, (920) 825-7321 ext 2241, bkline@sdsd.k12.wi.us .

I _____ have read, understand and agree to the contents of this Recreational Agreement, including the foregoing Waiver and Release of Liability and Talon Community Fitness Center Rules and agree that prior to the execution of this Recreational Agreement, I am fully advised to consult with an attorney or other representative of my choice to discuss all aspects of this Recreational Agreement, and that to the extent I desire, I have availed myself of this right.

Address _____

City, State, Zip _____

Phone _____

Email _____

Signature _____

By: _____
(Athletic/Activities Director)

Date: _____

Southern Door County School District
2073 County Highway DK
Brussels, WI 54204