 **Fitness Room Waiver and Release of Liability Form**

In consideration of my/my child’s use of the exercise equipment and facilities provided by Inwood Academy Charter School (the “School”), I expressly agree as follows:

1. I understand and acknowledge that there exists an inherent risk of serious injury, illness or even death in exercise, strenuous physical activity and participating in the physical exercise activities offered in the School’s fitness facility (the “Exercise Facility”), including, without limitation the participation in exercise classes and use of weights and other exercise equipment. Injuries may include, without limitation, concussions, injury to bones, neck, spine or internal organs, or death. I understand the risks and dangers involved and expressly agree to accept all the risks existing in connection with my/my child’s use of the Exercise Facility. **Initials \_\_\_\_\_\_**
2. I understand and acknowledge that because of the inherent risk of serious injury, illness or even death involved with use of the Exercise Facility, each person who uses the Exercise Facility is urged to obtain a physical examination from a doctor prior use.Students must have a physical on file. **Initials \_\_\_\_\_\_**
3. I realize that use of the Exercise Facility involves the potential for injury even with the best instruction and equipment, and strict observance of rules. I acknowledge that my child and I have read and understand this warning and have read the rules and regulations attached hereto and posted within the Exercise Facility.

**Initials \_\_\_\_\_\_**

1. In the event of an injury, I hereby give consent for me/my child to receive any necessary healthcare treatment that may be provided by healthcare providers employed directly or through a contract by the School. In the event of a medical emergency, I hereby give consent for any treatment, diagnosis, and/or hospital care as deemed necessary by a licensed physician. This authority is granted only after a reasonable effort has been made to reach me or the emergency contact designated below. **Initials \_\_\_\_\_\_**
2. I hereby agree, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the School and its insurers, employees, officers, directors, and agents, shall not be liable for any damages arising from personal injuries (including death) sustained by me/my child, in, on, or about the Exercise Facility, or as a result of the use of the Exercise Facility, regardless of whether such injuries result, in whole or in part, from the negligence of the School. 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, and I hereby fully and forever release and discharge the School, 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 the Exercise Facility. This waiver and release of liability includes, without limitation, all injuries, illness or death which occur regardless of negligence as a result of: a) use of the exercise equipment, b) the sudden and unforeseen malfunctioning of any equipment, c) instruction of supervision provided by the School, and d) slipping and/or falling while using the Exercise Facility. **Initials \_\_\_\_\_\_**

**THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREES THAT IT IS HIS/HER INTENTION TO EXEMPT AND RELEASE THE SCHOOL FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR FAULT. HOWEVER, THIS WAIVER DOES NOT APPLY TO LIABILITY FOR**

**INTENTIONAL, WILLFUL, OR WANTON ACTS ON THE PART OF THE SCHOOL, ITS AGENTS OR EMPLOYEES.**

**Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**: \_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_

Print Name: Phone Number:

Print Student Name:

Emergency Contact Name: Emergency Contact Phone Number:

**Rules and Regulations – Use of Exercise Facility**

1. Students must have a current physical on file.
2. Students wait for the exercise facility supervisor outside of the weight room. Once he/she arrives, the locker room will be open for students to change.
3. Horseplay, abusive behavior, and foul and/or abusive language are prohibited.
4. No food or drink allowed in the exercise facility.
5. All weights must be re-racked when you are done with them.
6. Wipe down benches and equipment after use.
7. Use equipment only as it is intended.
8. If you are not sure about an exercise, ask for assistance.
9. Always have a spotter.
10. Proper attire is required at all times. Appropriate footwear (athletic sneakers) must be worn. Boots, “slides”, and open-toed shoes are not permitted. Shirts must be worn at all time.
11. You are here to exercise, not to socialize. If you are done with your workout and you have a ride home, please leave.
12. The weight room closes at \_\_\_\_\_\_\_\_.

Failure to abide by the above rules or any other Inwood Academy rules and regulations may result in suspension of access to the Exercise Facility.

The regular weight room schedule will be posted weekly. Please pay attention to any announcements during the school day for any changes to this schedule.

​