

## **Westlake High School Weight Room Use Agreement, Indemnification & Release**

For and in consideration of my use of the Westlake High School Weight Room, I the undersigned user hereby agree to all of the following conditions regarding my use of Weight Room facilities and participation in fitness activities:

1. **USE OF FACILITIES:** I agree to comply with all of the rules and conditions regarding use of the Westlake High School Weight Room facility. I acknowledge that I have been given an orientation to the facility, including instruction in weight room safety procedures, a copy of all facility rules and regulations, and a walk through facility tour.

2. **RISK OF INJURY:** I acknowledge that the facility rules and regulations were thoroughly described to me by the staff, and I understand all of these rules and regulations. I further understand that there are risks and dangers inherent in using the Westlake High School Weight Room facilities. I am fully aware of and understand all such risks. I understand that any failure on my part to follow posted guidelines on facility use may place my health and well being at risk, and could result in serious injury to myself, such as, but not limited to, back injury, injury to or loss of limbs and body parts such as but not limited to fingers, toes, hand or feet, heart attack or even death. I understand and agree that my failure to follow any facility rules or regulations may result in my loss of facility use.

3. **OPERATION OF EQUIPMENT:** I understand and agree that if I am unsure as to how to use or operate any piece of equipment in the facility, that I will ask a staff member how to use the specific piece of equipment.

4. **RELEASE AND INDEMNIFICATION:** I understand that there are risks of injury inherent with use of the Westlake High School Weight Room, or participation in strength, flexibility and aerobic activities, and that I am assuming all such risks. I understand that in order to use the Westlake High School Weight Room facilities or participate in fitness activities, I must give up my right to hold the State of Utah, Westlake High School, its administration, officers, agents, employees, coaches and/or volunteers (herein referred to as the Department of Education) liable for any injury or damage to property I may incur from such use and activities. Knowing this, and in consideration of my use of the Westlake High School Weight Room facilities and participation in fitness activities, on behalf of myself, my heirs, and my assigns, I do hereby voluntarily waive, release and forever discharge the Department of Education from any and all claims, actions, or causes of action that I have now, had in the past, or may have in the future, whether known or unknown, and whether anticipated or unanticipated for injuries to me, including death, or loss of or damage to my property, resulting from my participation in any fitness activity or my use of the Westlake High School Weight Room facilities including, but not limited to, weight equipment and machinery. I further agree to defend, indemnify and hold the Department of Education harmless from any and all such actions, causes of action, and claims.

I understand and agree that this Release and Indemnification applies to personal injury, property damage, or wrongful death which I may suffer, even if caused by the negligent acts or omissions of the Department of Education or others. I hereby expressly waive all rights under Section 1542 of the *Civil Code* which states that "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I understand that this Release and Indemnification will be binding on me, my spouse, my parents, guardians, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for such children.

I understand that this Release and Indemnification is intended to be as broad and inclusive as permitted by the laws of Utah.

5. **REPRESENTATION OF PHYSICAL CONDITION:** I do hereby declare and represent that I am physically sound and suffering from no known condition, impairment or other illness that would prevent my participation in any of the programs or activities provided within the Westlake High School Weight Room. I agree to advise Westlake High School Weight Room staff should I require any accommodation in order to use any weight room facilities, prior to such use.

I acknowledge that I have read this Weight Room Use Agreement and that I understand the words and language in it and agree to all of it. I acknowledge that I have been advised of, and am familiar with, the dangers and risks of use of the weight room facilities and participation in weight training and fitness activities, and that all my questions regarding such risks and the effect of this Release have been answered to my satisfaction. I agree that if any portion of this Agreement is held invalid, the balance shall continue in full legal force and effect. I acknowledge that I have read this Agreement, understand the words and language in it, and agree to all of it.

ACCEPTED BY:

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature of User) \_\_\_\_\_

Parent/Guardian Approval:

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

(Parent Signature) \_\_\_\_\_

\*If less than 18 years old, signature of Parent or Guardian is required.