

## Bridgewater-Emery Weight Room/Fitness Center

(Membership Form, Consent and Risk Form, Release Form)

The Bridgewater-Emery School District weight room/fitness center provides an opportunity for our students and community to utilize a workout facility in both communities. The funding structure is set up in various ways with accessibility to fit your schedule. The membership will allow you access to the gym and weight room in Bridgewater and the multi, weight room, and fitness room in Emery. With a membership, you will be issued a key fob to the front entrance of the gym door at both sites and a key to enter the weight room in Bridgewater.

### Rules:

1. Know your limits. Don't overdue!
2. Must be entering 7<sup>th</sup> grade to use the weight room/fitness room.
3. Shirts and shoes must be worn at all times.
4. No food or pop in the wellness room.
5. Abusive language will not be allowed.
6. No horseplay!
7. Do not use chalk on weight equipment.
8. Don't throw, slam, or drop weights intentionally.
9. Please use spotters on all heavy free weights.
10. Put all weights and bars away after use.
11. Only members are allowed to use wellness room

Bridgewater-Emery Weight Room/Fitness Center  
Membership Form

We believe the Bridgewater-Emery School fitness areas are something that can be utilized by all ages. The areas add great opportunities for the citizens of Bridgewater and Emery and the students. Membership may be purchased as a single, couple or family.

We will have ZERO tolerance policy. If members CAN NOT follow the rules and regulations, membership will be denied and stopped immediately. We do reserve the right to refuse membership to anyone.

All membership prices are listed below. Please indicate which membership would like to purchase. Complete the membership form/waiver and return to the Bridgewater-Emery School office with payment.

Membership includes a fob. If your fob is lost, you will be charged a \$20 fee to receive another one.

**Membership Options**

TYPE	MONTHLY	3 MONTH	6 MONTH	YEARLY
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\*Senior Citizen age 62 and up FREE

\*BE Student age 14 and up \$20.00 one-time fee through graduation

Single Membership:	\$20.00	\$50.00	\$100.00	\$200.00
Couple Membership	\$25.00	\$65.00	\$125.00	\$225.00
Family Membership	\$30.00	\$80.00	\$150.00	\$250.00

Membership Type Selected \_\_\_\_\_ Cost \_\_\_\_\_

Membership Names included in membership


Paid to  
Bridgewater Emery School \_\_\_\_\_ (amount) \_\_\_\_\_ (payment  
method)

Bridgewater-Emery School Weight Room/Fitness Center  
Informed Consent and Assumption of Risk

Bridgewater-Emery School District 30-3 is a non-profit educational institution. References to Bridgewater-Emery School District include its board of education, officers, officials, employers, volunteers, students, agents, and assigns.

- I fully understand and appreciate the dangers, hazards and risks inherent in participating in physical activities in the fitness center.
- I agree that participating in any activity is an acceptance of some risk of injury and/or loss or damage of property. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what I will need to utilize the Fitness Center and to provide what I will need. I agree to make sure that I know how to safely participate in any activities, and I agree to observe any rules and practices, which may be employed to minimize the risk of injury. I agree to stop and seek assistance if I don't believe I can safely continue any activity. I will not wear or use or do anything that would be a hazard to myself, or others, including using or ingesting any substance which could pose a hazard to myself or others. I agree that if I do not act in accordance with this agreement, I may not be permitted to continue to utilize the Fitness Center.
- **Independent Activity:** I understand that BESD 30-3 is not responsible for any loss or damage I may suffer when I am exercising independently.
- I understand that entering into a personal fitness program may be potentially dangerous, and that I may be injured and/or lose or damage personal property as a result of utilizing the Fitness Center. Therefore, I ASSUME ALL RISKS RELATED TO UTILIZING THE FITNESS CENTER including, but not limited to:
  - Death, injury or illness from accidents of any nature whatsoever, including, but not limited to, bodily injury of any nature, whether severe or not, which may occur as a result of participating in an activity or contact with physical surroundings or other persons.
  - Theft, loss or damage of my personal property.
- **BESD 30-3 RULES< REGULATIONS AND POLICIES:** I agree to obey and comply at all times with all of the rules, regulations, codes and policies of BESD 30-3. I agree to notify BESD 30-3 immediately of any injury or losses.
- **SIGNATURE:** I indicate that by my signature below that I have read the terms and conditions of participation and agree to abide by them. I have carefully read this Informed Consent and Assumption of Risk Form and acknowledge that I understand it. My signature below indicates that I have read and freely signed this agreement, which takes effect immediately.

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Printed Name of Participant

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Participant Signature

Date

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Parent/Guardian Signature (required if participant is less than 18 years of age

Date

Please note that the participant release and indemnity agreement on the next page must also be signed prior to using the Fitness Center.

Bridgewater-Emery School Weight Room/Fitness Center  
Participant Release and Indemnity Agreement

For and in consideration of being permitted to use the Bridgewater Emery School Fitness Center:

1. **I HEREBY FULLY RELEASE AND FOREVER DISCHARGE**, the Bridgewater Emery School District 30-3 and its board of education, officers, employees, volunteers, students, agents, and assignees from any and all liability to me, my personal representatives, heirs, next of kin, agents, and assignees for any damage to or loss of my property, and injury to my person, or my death, arising directly or indirectly out of my participation for any purpose in the use of the Fitness Center **INCLUDING ANY SUCH DAMAGE, LOSS OR INJURY THAT IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF BESD 30-3, INCLUDING ANY NEGLIGENT CONDUCT OF BESD 30-3**, but excluding any gross negligence or willful misconduct of BESD 30-3.
  
2. **I FURTHER AGREE TO INDEMNITY, DEFENT, AND HOLD HARMLESS BESD30-3** for, from, and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorney's fees, and costs of investigation), and actions of any kind for any damage to or loss of my property or the property of another, any injury to me or my death, or the injury to or death of any other person arising out of my participation for any purpose in the use of the Fitness Center, **INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF BESD 30-3, INCLUDING ANY NEGLIGENT CONDUCT OF BESD 30-3**, but excluding any gross negligence or willful misconduct of BESD 30-3.
  
3. **I ACKNOWLEDGE THAT IT IS IMPORTANT THAT I VERIFY THAT I HAVE INSURANCE COVERAGE WHICH EXTENDS TO ME** while using the Fitness Center, and that I secure such coverage if I do not already have it. I understand that BESD 30-3 does not provide such coverage, and that no insurance coverage may exist through BESD 30-3 to cover any injuries or damages which I may sustain, or claim which may arise as a result of my participation in the use of the Fitness Center.
  
4. **I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT ARE A CONTRACT UNDER SOUTH DAKOAT LAW AND ARE LEGALLY BINDING** upon me, my personal representatives, heirs, next of kin, and assignees. I have now relied upon any statement or representation pertaining to this matter mad by BESD 30-3., and I enter into it voluntarily and of my own free will. I understand that by signing this agreement, **I AM WAIVING CERTAIN LEGAL RIGHTS, AND THAT I HAVE READ IT CAREFULLY BEFORE SIGNING IT.**

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Printed Name of Participant

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Participant Signature

Date

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Parent/Guardian Signature (required if participant is less than 18 years of age      Date

Please note that the Informed Consent and Assumption of Risk agreement on the previous page must also be signed prior to using the Fitness Center.