

NEWTON LOCAL SCHOOLS

201 N. Long St. Pleasant Hill, OH 45359 937-676-2002

Fitness Room Waiver & Release of Liability

Mrs. Danielle Davis Superintendent of Schools

Mr. Nick Hamilton Treasurer

Mr. Gavin Spitler HS Principal

Mrs. Laurie Grube Elementary Principal

Mr. Ryan Fiely Athletic Director In consideration of my use of any weight equipment, exercise equipment, and the Fieldhouse facilities provided by Newton Local Schools, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company 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 Newton Local Schools.

By the execution of this 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 Newton Local Schools, 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 said equipment and facilities.

I expressly agree to indemnify and hold Newton Local Schools 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.

agree to be solely responsible for safety and well-being of my guest and myself. I understand that Newton Local Schools does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

agree to comply with all rules imposed by Newton Local Schools regarding the use of the facilities and equipment. 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.

understand and acknowledge that the use of the weight equipment and exercise equipment involves risk of serious injury, including permanent disability and death.

understand and agree that Newton Local School is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

| Date: | Date: |
|-------------|-------------|
| | |
| Signature: | Signature: |
| Print Name: | Print Name: |

Newton Fieldhouse and Community Center

Membership Application

| First Name Last Name | |
|--|--|
| Address | |
| City, State, Zip | |
| Cell Phone | email |
| Check all that apply: | |
| Newton Student (free) | Reside within Newton District |
| Grandparent of Newton Student | Parent of Newton Student |
| Staff Member (free) | Student Names: |
| Senior Citizen (65 and older free membersh | nip) |
| Check Membership Type: | |
| General Membership (use of track and commo | unity room - free) |
| Fitness Room (also includes track and commu | nnity room use - \$25individual/\$50 family) |
| I have read and understand the guidelin Fieldhouse and Community Center and | |
| Signature | Date |
| For Office Use Only: Fee = \$ | Eligible: Yes No |
| Make Checks Payable to: Newton Schools | |