

## USE OF SCHOOL GYM/ WEIGHT ROOM WAIVER AND RELEASE

The Bison School District grants the use of the school gym/ weight room to residents of the District for occasional use, which the District considers advisable as a community service, and at which times the District may allow for such use. **The activities within the facility are NOT under the direct or indirect supervision of the District, its administration, or employees.** All persons using the school gym/ weight room during such times must supervise the activities.

(1) All persons requesting the gym/ weight room use and a key fob to gain access shall sign this document. A parent or legal guardian shall sign the form on behalf of their child under the age of 18 who will be using the facility. The parent or guardian, NOT the District or its employees, shall be responsible for supervising the child when using the facilities. An adult aged 21 or over must be present to supervise their children in the gym/ weight room if they are under the age of 18. The gym/ weight room is only for the use of adults and students. A \$50 deposit plus a \$100 annual fee (assessed in January) is required for the key fob and use of the facility. This key fob is not to be shared. The deposit will be lost and the key fob deactivated if the rules outlined below are not followed or if the key fob is lost or stolen:

- The adult on duty ensures the lights are off when leaving the gym/ weight room.
- Students and adults are not allowed in other parts of the school building while using the gym/ weight room.
- The adult overseeing the students must remain on the premises while the gym/ weight room is in use.
- Members are **not allowed** to bring guests to the gym/ weight room; only members may use the gym/ weight room.

No one is allowed to use the gym/ weight room during school hours, and our student-athletes and coaches have priority for gym/ weight room use.

(2) Pursuant to SDCL 13-24-20, any person using the school gym when the facility is available for public use shall be responsible for any and all damages resulting from that use. The District shall not be liable for any suit for damages arising from that use. The person signing this document assumes exclusive responsibility and liability for any injury to persons or damage to school facilities or school property that may result from his/her use of the gym/ weight room. He/she waives any and all rights to assert any and all claims, demands, losses, injuries, or damages to persons or property which may be sustained by use of the gym. All persons using the facility agree to hold the Bison School District harmless from all claims and expenses, including attorney fees, arising from the use.

Damages should be reported to the administrative offices immediately.

(3) The Superintendent of Schools may prohibit any person's gym/ weight room use if legitimate reasons are reported. These reasons include, but are not limited to:

- o Disrespect of school property, damage to the facility, disrespect towards school employees or other people, or failure to follow the District's applicable policies, rules, and regulations.

ALL ADULTS WISHING ACCESS TO THE GYM/ WEIGHT ROOM, BEFORE USE, MUST READ AND SIGN THIS DOCUMENT AND LEAVE A \$50 DEPOSIT AND PAY THE \$100 ANNUAL FEE (PRO-RATED IF NOT IN JANUARY). ALL PARENTS/GUARDIANS SHALL READ AND SIGN THE GYM/ WEIGHT ROOM WAIVER ON CHILDREN'S BEHALF UNDER 18, AND THOSE CHILDREN SHOULD BE LISTED BELOW.

I have read the above waiver and release and wish to have access to the District's facilities. I understand that the District will not be providing training in using the equipment or supervision during my use of the facilities. I understand I am responsible for all damage and injuries related to using the facility. I understand that the District, the Board of Education, and District Employees are not liable for any suit for damages arising out of my use of the facilities. I knowingly, voluntarily, and willingly waive any and all rights I have to seek damages from the District, the Board of Education, and District Employees. I agree to indemnify the District for any costs, claims, demands, loses, injuries or damages incurred by the District arising from my use of the facilities.

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Signature Printed Name Date

If a parent/guardian is signing the document on behalf of a child under the age of 18 or for access to the gym/ weight room for their children, the name(s) of the child(ren) are:

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Received on: \_\_\_\_\_

Received by: \_\_\_\_\_ (Position): \_\_\_\_\_