

Rock Port R-II Weight Room General Rules/Waiver and Release Form

The Rock Port R-II School District is open to community members to use responsibly. We ask that all participants using the weight room to follow the guidelines and procedures below for the safety of participants, to maintain the equipment, and to ensure cleanliness of the facility. Anyone found to violate any of the below rules may be asked to leave and/or may forfeit their right to use the facility. The weight room is under 24-hour video surveillance.

A. General Rules for Weight Room Use

Participants are asked to adhere to the following guidelines:

1. Participants must have completed a waiver release form and agree to follow all rules.
2. RPHS students in grades 7 and 8 may use the weight room under adult supervision. RPHS students in grades 9-12 may use the weight room without adult supervision. District residents that are non-RPHS students must be at least 14 years of age.
3. On days school is in session, the weight room will be closed from 7:30 am until 3:30 pm. When adjusting music volume, be mindful of activities in the FACS and AG room.
4. No adult is allowed to be one-on-one with another student or individual under 18 in the weight room unless it is their child.
5. No horseplay or loud, offensive language will be tolerated.
6. Use a spotter when lifting heavy weights and please do not drop or throw the weights. Keep hands and loose clothes away from weight stacks, cables, and pulleys.
7. Proper attire is required at all times: Shirts and athletic shoes must be worn. No sandals, open-toe shoes, or bare feet.
8. Plastic water bottles are allowed. All other drinks, food, and glass containers are not allowed.
9. The use of photographic equipment to take pictures or video of any person in the weight room is prohibited without consent.
10. Please show respect for the equipment, facility, and toward others using the facility. Pick up trash, towels, and personal belongings before leaving. Try to leave the weight room in better condition than when you arrived.
11. Please do not share the access code.
12. Ensure that lights are turned off and all doors are secured after using the facility.
13. There is no fee to use the weight room. However, donations to be specifically used for the weight room are accepted.
14. The Rock Port R-II School District is not responsible for any personal loss or injuries which may be sustained by users of the weight room.
15. Consult your physician prior to undertaking exercise in the facility.

*All questions or concerns should be directed to the HS principal (744-6296) or superintendent (744-6298)

B. Waiver and Release

I, the undersigned, have read and understand the General Rules for the RPHS Weight Room. I acknowledge a full understanding of the inherent dangers and risks, known and unknown, associated with the use of fitness equipment. I also agree as follows:

1. I acknowledge that participation in this facility is strictly voluntary and has not been requested or required by the Rock Port R-II School District.
2. I acknowledge that it is recommended that I seek approval from my physician before implementing an exercise regimen, as there may be significant health risks associated with exercising. I also understand that injury or death may result if equipment is not used properly.
3. I understand that in the event of accident or injury, personal judgment may be required by the District's employees, agents, representatives, or volunteers regarding what actions should be taken on my behalf. Nevertheless, I acknowledge that the District and/or District personnel may not legally owe me a duty to take any action on my behalf. I also understand that it is my responsibility to secure personal health insurance in advance, if desired.
4. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any fitness/wellness facility activity. I acknowledge that I have either had a physical examination and have been given a physician's permission to participate in these activities, or I have decided to participate in these activities without the approval of my physician.
5. I understand that the activities, facilities, programs, and services offered by the District may sometimes be conducted by persons who may not be knowledgeable, licensed, certified or registered instructors or professionals. I accept the fact that the skills and competencies of some District employees, agents, representatives, or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and employed to provide such professional services.
6. I acknowledge that health or fitness club activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; medical conditions resulting from physical activities; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
7. In consideration for being permitted to participate in this program, and because I assume all risks involved, I hereby agree that I am responsible for any resulting personal injury, damage to or loss of my property which may occur as a result of my participation or arising out of my participation in the weight room.
8. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the District from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from my or the District's negligence. This release does not apply to claims arising from intentional conduct. Should the District or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless the District for all such fees.
9. In the event that I file a lawsuit against the District, I agree to do so in the state of Missouri, and I further agree that the law of Missouri shall govern that suit. I also agree that nothing under this agreement shall serve as a waiver of the District's sovereign immunity under the law.
10. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

If Participant is At Least Age 18:

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless the District, its Board of Education, Administrators, insurers, officers, officials, agents, students and/or employees (“Releasees”) from any and all claims, demands, damages, rights of action or causes of actions, present or future, arising out of my use or occupancy of the RPHS fitness facility, including any injuries arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law. I further state that I am at least eighteen (18) years of age and fully competent to sign this document; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS CONSENT AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT MY SUCCESSORS OR I MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST ROCK PORT R-II SCHOOL DISTRICT FOR ANY INJURY SUSTAINED.

Participant Printed Name

D.O.B.

Participant Signature

Date

Cell Phone Number to Receive Access Code

If Participant is Under Age 18:

I join in and acknowledge the above waiver and release on behalf of the above-signed minor, as his/her Parent or Legal Guardian. In consideration of the above-signed minor being permitted to participate in this activity, I further agree to indemnify and hold harmless the District from any claims alleging negligence which are brought by or on behalf of the above-signed minor or are in any way connected with such participation by the above-signed minor.

Student Printed Name

D.O.B.

Parent/Guardian Printed Name

Parent/Guardian Signature

Date

Cell Phone Number to Receive Access Code