

Baltic School Fitness Center

INFORMED CONSENT AND ASSUMPTION OF RISK

Baltic School District 49-1 is a non-profit educational institution. References to Baltic School District 49-1 include 'BSD 49-1' its board of education, officers, officials, employees, volunteers, students, agents, and assigns.

- I fully understand and appreciate the dangers, hazards and risks inherent in participating in physical activities in the BSD 49-1 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 do not 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 BSD 49-1 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. .
- **BSD 49-1 RULES, REGULATIONS AND POLICIES:** I agree to obey and comply at all times with all of the rules, regulations, codes, and policies of BSD 49-1. I agree to notify BSD 49-1 immediately of any injury or loss.
- **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.

Print Name of Participant

Participant Signature

Date

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 back of this page must also be signed prior to using the Fitness Center.

Baltic School Fitness Center

PARTICIPANT RELEASE AND INDEMNITY AGREEMENT

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

1. **I HEREBY FULLY RELEASE AND FOREVER DISCHARGE** the Baltic School District 49-1 and its board of education, officers, officials, employees, volunteers, students, agents, and assignees (collectively "SD 49-1") 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, any 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 BSD 49-1, INCLUDING ANY NEGLIGENT CONDUCT OF BSD 49-1, but excluding any gross negligence or willful misconduct of BSD 49-1.**

2. **I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BSD 49-1** 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 BSD 49-1, INCLUDING ANY NEGLIGENT CONDUCT OF BSD 49-1, but excluding any gross negligence or willful misconduct of BSD 49-1.**

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 BSD 49-1 does not provide such coverage, and that no insurance coverage may exist through BSD 49-1 to cover any injuries or damages which I may sustain, or claims 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 DAKOTA LAW AND ARE LEGALLY BINDING** upon me, my personal representatives, heirs, next of kin, and assignees. I have not relied upon any statement or representation pertaining to this matter made by BSD 49-1, 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.**

Print Name of Participant

Signature of Participant

Date

Signature of Parent/Guardian (Required for participants less than 18 yrs of age)

Date

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