

**SCHOOL DISTRICT OF WILLIAMS BAY
WAIVER OF RIGHTS, RELEASE OF LIABILITY, AND
INDEMNIFICATION AGREEMENT
FITNESS CENTER**

(Name)

(Date of Birth)

(Phone)

(Address)

(City)

(State)

In exchange for the School District of Williams Bay (District) allowing me to use District Fitness Center (Facilities), I agree as follows:

1. Acknowledgment of Risk

I understand that my use of the Facilities may include participation in a variety of physical activities.

Some risks associated with such activities include physical or emotional injury, including paralysis or permanent disability, death, and property damage. Such risks may include, but are not limited to: muscle injury, heat exhaustion, cardiovascular stress, broken bones, torn ligaments, concussions, injuries as a result of falls or contact with others, exacerbation of existing medical conditions resulting from physical activity, creation of new medical conditions resulting from physical activity, and loss or damage to clothing or other personal property.

I acknowledge that the risks listed above, along with other risks inherent to use of the Facilities, may result in severe bodily and/or emotional injury, including permanent disability or death. I recognize that use of the Facilities involves other inherent risks, and that all such risks cannot be described as a part of this document.

Accordingly, if I believe I need more information regarding the Facilities before I waive my rights and agree to indemnify others as described below, I acknowledge that I may seek additional information or I may refuse to use the Facilities. Use of the Facilities is completely optional, and I am under no obligation to use the Facilities.

2. Waiver of Rights and Release of Liability

I hereby release, waive, and discharge the District, its officials, officers, board members, employees, agents, volunteers, attorneys, insurers, representatives, successors and assigns, and any other person or entity which might derive liability from each of them, whether past or present and individually and in their official capacities ("Releasees") from all liability, claims, and causes of action based upon the negligent acts or omissions of the Releasees arising in connection with

my participation in the activity(ies) described above; provided, however, that this waiver and release does not address injury, damage, or loss resulting from the intentional or reckless acts of any Releasee.

3. Indemnification and Hold Harmless

I agree to indemnify and hold harmless the Releasees from and against all losses, damages, monetary awards, and expenses, including all costs and reasonable attorney fees, incurred in connection with any claims of negligence on the part of a Releasee brought by myself, my Parent(s) and/or Legal Guardian(s), my spouse, my other family members, or my heirs, successors, assigns, and legal representatives, for any injury, illness, disease, death, or damage to property, arising from or in connection with my participation in the activity(ies) described above. Notwithstanding the foregoing, this hold harmless and indemnification agreement does not address losses, damages, monetary awards, and expenses arising from the intentional or reckless acts of any Releasee.

4. Opportunity to Negotiate

You are encouraged to carefully review the contents of this Waiver of Rights, Release of Liability, and Indemnification Agreement and take the time you feel is necessary to review it thoroughly. DO NOT SIGN this Agreement unless you understand and agree to the terms and conditions of this Agreement. You may wish to consult an attorney. IF YOU WISH TO NEGOTIATE any of the terms of this Agreement and propose modifications, deletions, or additions, please contact Dr. William White at 262-245-1575 prior to signing and executing this Agreement. If you do not contact Dr. William White prior to signing and executing this Agreement, the District understands that you are accepting the terms and conditions as set forth above, and that you do not wish to pursue any further negotiations regarding the terms and conditions of this Agreement.

5. Miscellaneous

The parties agree that the provisions of this Waiver of Rights, Release of Liability, and Indemnification Agreement are severable, and that the invalidity or unenforceability of any one or more of the provisions or clauses hereof, or any portion thereof, shall not affect the validity or enforceability of the other provisions or clauses of this Agreement, or any other portion thereof. The terms of this Agreement constitute the entire agreement and understanding between the parties concerning these subject matters. This Agreement is made pursuant to and shall be construed according to the laws of the State of Wisconsin.

I CERTIFY THAT I HAVE READ THIS WAIVER OF RIGHTS, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT MAY TAKE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING BELOW, AND SIGN BELOW VOLUNTARILY.

Date: _____

(Signature)