Ness City USD No. 303

414 East Chestnut
Ness City, Kansas 67560
785-798-2210
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Request for Patron Access to USD 303 Facilities
Waiver, Release of Liability, and Assumption of Risk Agreement

Waiver and Release of Liability: Ness City Unified School District 303, hereinafter referred to as "the District," urges you and all patrons to obtain a physical examination from a doctor before using any exercise equipment or participating in any cardiovascular exercise. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the patron's sole risk.

Patron acknowledges this agreement to use, or selection of exercise programs, methods, and types of equipment shall be patron's individual responsibility, and the District shall not be liable to patron for any claims, demands, injuries, damages, or actions arising due to injury to patron's person or property arising out of or in connection with the use by patron of the services, facilities, and premises of the District. Patron hereby holds the District, Ness City Unified School District 303, their officers, administrators, agents, and employees harmless from all claims which may be brought against them by patron or on patron's behalf for any such injuries or claims.

Patron also acknowledges that there is no supervision provided during their use of the facilities and that they have been advised to receive a medical exam from a doctor prior to using the equipment and facilities.

Applicant: _____ (Please Print)

In consideration of me being permitted to utilize in any way Ness City Unified School District 303, (hereinafter referred to as "the District") facilities including but not limited to use of equipment, facilities, or participation in group or individual activities (hereinafter referred to as "Activities), I agree that:

1. I understand the nature of the Activities and believe I am qualified to participate in such Activity. I further acknowledge that I am aware the activity will be conducted in facilities open to the public during the Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity and report any unsafe condition to the district administrative staff.
2. I fully understand that: (a) The Activities involve risks and dangers including but not limited to SERIOUS BODILY INJURY, SICKNESS AND DISEASE, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, as well as those of the District, the condition in which the Activity takes place, conditions in the facility, the actions or inactions of any other third party, or the negligence of the "releases" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages incurred as a result of my participation in the Activity.

3. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless the District, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable owners and lessors of premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by any person for any reason or otherwise, including negligent rescue operations and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above, I will indemnify, save and hold harmless each of the releases from any litigation expenses, attorney fees, loss liability, damage or costs any may incur as the result of any such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Ness City Unified School District 303 does not acknowledge any verbal agreements with you. This membership and its terms, conditions, and commitments will be upheld per agreement.

I, THE UNDERSIGNED, am at least 25 years old and reside in the USD 303 school district or have demonstrated a legitimate connection to the district and agree to comply with the rules and regulations for use of USD 303 Facilities.

_____ _____

Applicant – Signature Date

_____ _____

Address Phone

_____

City, State, Zip

I am requesting access to:

☐ Weight Room

Ness City Unified School District 303
Facility Use Rules and Regulations

Failure to follow any/or all of these Rules and Regulations will result in the immediate loss of your access:

1. No alcohol, tobacco products, e-cigarettes, vaporizers, or illegal drugs on campus.
2. Report any and all injuries to District Office immediately.
3. Do not leave personal belongings around the center. USD 303 is not responsible for any damages or loss of personal belongings.
4. No sandals, open-toed shoes, or dirty shoes allowed in the weight room.
5. Always use a spotter and collars with free weights.
6. Do not drop dumbbells or weights.
7. Rack all weights when finished at a station.
8. Return all equipment to its proper place.
9. Report any equipment problems or unsatisfactory conditions to District Office immediately.
10. All drinks must have lids that firmly attach (screw on preferred). No Styrofoam cups.
11. Applicants and/or current users must not engage in or have a history of engaging in conduct that would discredit Ness City USD 303. This pertains to any conduct whether it occurs on District property, while using District facilities, or conduct that occurs away from District property. Should administration/BOE become aware of such conduct access will be terminated.
12. Ness City USD 303 reserves the right to deny access or membership to any person. In addition, those who have been convicted of any crime involving sexual abuse, those required by law to register as a sex offender, vandalism, theft, fraud, physical abuse, or other pertinent crimes will not be granted membership/access.
13. Ness City USD 303 reserves the right to refuse service to any member who violates any rule or regulation, or engages in any verbal, physical, emotional, and/or social media abuse of Ness City USD 303 property, staff, or members.
14. District use of facilities takes priority over any scheduled or non-scheduled facility use.

Statements of Understanding:

1. I understand that this access key is in my name only and under NO circumstances will I allow anyone else to use it or allow anyone else to enter with me.
2. I will not play offensive music or play music at a level that may damage equipment or offend other members.
3. I will not access other areas of the building.
4. I understand that I will be videotaped during all my visits for safety and security purposes.
5. I understand that there is a nonrefundable $35 fee for a background check and to obtain an access key, and that I must notify the District Office immediately if the access key is lost, stolen, or damaged. Each replacement key is an additional $15 fee.
6. I understand that there is an annual fee of $50 for Patron Access to the weight room due January 1 of each year. Access throughout the year will be prorated. Late payment will result in deactivation of the access kay. A $15 fee to re-establish access key will be charged for late payment.
7. I understand that District facilities will be locked and closed to the public during times when USD 303 school is in session and/or is hosting activity events.

8. I agree that I am a resident of the USD 303 school district, or have listed my legitimate connection below:

   _____

9. I will be properly clothed with proper workout clothing and footwear at all times while using the facilities.
10. I will not take pictures or videos of other individuals utilizing facilities.

Failure to abide by these rules, regulations, and statements of understanding will result in the immediate termination of access to USD 303 facilities.

_____ _____

Applicant Date

SIGNATURE AND AUTHORIZATION

I authorize USD 303 Ness City to complete a background check and contact and obtain information from all references, employers, public agencies, licensing authorities and educational institutions who may have information or other information listed in my request for building use.

I certify that I have read, fully understand and accept all terms of the foregoing authorization.

Applicant Name _____

Social Security # _____

Date of Birth _____

Other names used _____

Signature _____

Date _____

BOE President Signature _____

Date _____

Superintendent Signature _____

Date _____