

Waiver of Liability, Assumption of Risk and Indemnity Agreement for the School District of Spencer, Spencer, WI

WAIVER: In consideration of being permitted to participate in any way in the use of the School District of Spencer Fitness Center facility, including but not limited to use of the fitness equipment and weights in the School District of Spencer Fitness Center, hereinafter called "Activity," I, for myself, my children, heirs, personal representative or assigns, do hereby release, waive, discharge and covenant not to sue the Spencer Board of Education, School District of Spencer, its officers, representatives, employees, agents and insurers and agree to hold harmless and indemnify them from liability for any and all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in Activity, regardless of the cause of the injury or damage, including, but not limited to, any claim of negligence, negligent supervision, defective design, negligence maintenance, or other condition of the facility or equipment used under this Agreement. I further agree this Waiver of Liability, Assumption of Risk and Indemnity Agreement shall be considered in accordance with the laws of the State of Wisconsin. **I hereby accept and assume full responsibility for any and all harm caused by negligence, and hereby waive, release and discharge the School District of Spencer, its officers, representatives, employees, agents and insurers as to any and all losses, claims, suits, and causes of action for personal injuries, costs and/or other damages arising out of and/or related to the Activity, whether arising from my own actions, activities, and/or omissions or those of others, except intentional or reckless acts of School District of Spencer, its officers, representatives, employees, agents and insurers.**

I also acknowledge that prior to signing this Waiver of Liability, Assumption of Risk and Indemnity Agreement, I had the opportunity to discuss and/or bargain the scope of the terms set forth herein with the School District of Spencer through one or more authorized representatives.

ASSUMPTION OF RISKS: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks which the undersigned hereby acknowledges and accepts vary, but such risks include 1) minor injuries such as scratches, bruises, strained muscles, torn ligaments, fractures and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death. I recognize and understand that the Activity may be hazardous, that my participation is voluntary and solely at my own risk, and that I assume full responsibility for any resulting injuries and damages resulting from my

Approved:

First Reading:	October 20, 2021
Second Reading:	November 17, 2021

participation in the Activity including responsibility for using reasonable judgement in all phases of participation in the Activity. I further understand that I will not engage in the use of fitness equipment and/or weights without first understanding the safe usage for such equipment and weights, available at the School District Spencer Fitness Center. I affirm that I am in good health. I further declare that I am physically fit and capable of participating in the Activity.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD the School District of Spencer HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Activity and to reimburse them for any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be broad and inclusive as is permitted by the law of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read the Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily; I am at least eighteen (18) years of age and fully competent; and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had an opportunity to discuss and bargain with a representative of the School District of Spencer regarding the terms of this waiver and release of liability.

Signature: _____ Date: _____

Approved:

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