

## **Marathon Wellness Center Membership Agreement**

### **Governance:**

The School District of Marathon City has the sole power to amend, supplement, or modify, without notice, Rules and Regulations of the Marathon Wellness Center (MWC). Member(s) understand that this membership is subject to those rules and regulations that are in effect and amended as deemed necessary. The Member(s) acknowledges receipt of a copy of this agreement and the written rules and regulations of the facility. Violation of these rules and regulations can result in loss of membership access with no right to any refund of membership/registration fee.

In order to assure safety and enjoyment of all members, the School District of Marathon City reserves the right to cancel membership access of any member whose action is detrimental to the enjoyment or safety of fellow members. The MWC is under 24-hour taped video surveillance. If it is determined that action must be taken, there will be no recourse for appeal or refund.

The School District of Marathon City will continue to monitor and review the rules and regulations regarding the use of the MWC and adapt them to best provide for the safety and enjoyment of all members. Notice of any changes will be posted for members to review.

\_\_\_\_\_ (Member's Initials)

### **Hours of Operation:**

Hours of operation are to be designated by the School District of Marathon City Board of Education. Hours of operation will be posted. The district will attempt to provide consistent hours available to the public. Hours of operation may be subject to change. All attempts to provide up-to-date availability will be made. During student-designated hours, students will have priority on the available equipment. During school hours all members must check in at the high school office.

\_\_\_\_\_ (Member's Initials)

### **Entry:**

All members are to use the southwest MWC entrance at Marathon High School. Entry to the MWC will be via card reader access. Each member must enter individually. Any misuse of entry provisions will result in immediate termination of membership access with no refund. Unauthorized entry and use of the MWC by non-members is not permitted.

\_\_\_\_\_ (Member's Initials)

**Violations of Rules and Regulations:**

Each member will be given a copy of MWC Rules and Regulations. In the event the member violates any of the rules and regulations herein contained or posted in the MWC or as amended, the School District of Marathon City may terminate the member registration with no refund. The initials below indicate that member has received a copy of the rules and regulations, understands the established rules and regulations and agrees to adhere to them.

\_\_\_\_\_ (Member’s Initial)

**Assumption of Risk of Injury:**

Members understand that by signing this agreement, they assume all risks of injury and waive all rights to pursue personal damages of any kind when in and using the equipment provided in the Marathon Wellness Center. In the event an injury should take place on the School District of Marathon City property, member shall hold harmless the School District of Marathon City, employee’s and agents of all liability claims, including claims for contribution. This waiver of liability shall apply to their heirs and assigns.

\_\_\_\_\_ (Member’s Initial)

**Member Indemnification:**

Members understand and agree that the MWC may at times be unsupervised. Member acknowledges that when no employee will be on site to provide assistance in using the equipment, member assumes all risk. In recognition of the possible danger connected with any physical activity, member hereby knowingly and voluntarily waives any right of cause of action now or hereafter of any kind whatsoever arising from which any liability, which may or could accrue to the School District of Marathon City. Member will reimburse the School District of Marathon City for any damages he/she may cause to the equipment and/or to the physical infrastructure of the facility.

\_\_\_\_\_ (Member’s Initial)

***Applicant Name Printed:*** \_\_\_\_\_

***Applicant Signature:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

***Trainer Approval Signature:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

1<sup>st</sup> Reading: January 12, 2010  
Adoption:

The School District of Marathon City does not discriminate on the basis of age, sex, race, color, religion, national origin (including limited English proficiency), ancestry, creed, pregnancy, marital status, parental status, sexual orientation, physical disability, mental disability, emotional disability, learning disability, or any other reason prohibited by law.