

# City of Halstad Fitness Center

## Waiver and Release of Liability



**Waiver and Release of Liability:** In consideration of the City of Halstad permitting members of the public to purchase memberships to utilize its facilities and equipment, and with the understanding that the undersigned is under no obligation to use these facilities and equipment but does so of his/her own free will, the undersigned agrees to abide by all the rules of the facility and acknowledge as follows:

**Warning:** The undersigned fully understands and acknowledges that there are certain risks and dangers inherent in exercise and strenuous physical activity. Because use of the facilities can involve strenuous physical activity, there is an inherent risk of serious injury, illness or even death. Therefore, each person who uses these facilities is urged to obtain a physical examination from a doctor prior to engaging in the physical exercise activities.

**Assumption of Risk:** In addition, each person agrees to assume all risk of injury, illness, death, damage or loss by theft in regard to any use of this facility including, but not limited to, the gymnasium, parking area, fitness room, or any equipment in the facility.

On my behalf and behalf of minor children, if any, I seek permission from the City of Halstad, Minnesota, to use the Fitness Center. As a condition of using the Fitness Center, I voluntarily enter into the following Waiver and Release of Liability and agree to the following conditions:

1. I acknowledge that participation in fitness activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid such injuries. I know and am aware of all damages associated with participating in fitness activities.
2. I acknowledge the City of Halstad staff will not be present when I use the Fitness Center. I expressly assume all risk of injury while using the Fitness Center. I acknowledge that surveillance cameras are used, and I consent to being monitored by such cameras.
3. To the best of my knowledge, I am physically fit and have no physical or medical conditions that would prevent me from participating in fitness activities. I acknowledge that the City of Halstad recommends that prior to participating in fitness activities, I should first consult with my physician and abide by any limitations set by my physician.
4. I understand and agree that neither the City of Halstad, or any person acting on behalf of the City of Halstad, may be held liable in any way for any event which occurs in connection with my use at the Fitness Center which may result in harm, death, injury, or other damage to me. The Waiver of Liability does not waive liability of any injuries that I obtain as the result of willful, wanton, or intentional misconduct by the City of Halstad or any person acting on behalf of the City of Halstad.
5. I hereby agree to reimburse the City of Halstad for damages to property or equipment that are the result of my conduct.
6. I agree to indemnify and hold harmless the City of Halstad for any expenses or liability the City of Halstad may occur as a result of my conduct, actions, or omissions while using the Fitness Center.
7. I acknowledge that I have read the City of Halstad Fitness Center Guidelines and I agree to abide by them in their entirety. I agree that a violation of any part of the Guidelines could result in the sole

discretion of the City of Halstad to proceed in revocation of my membership to use the Fitness Center. I also acknowledge that the Guidelines may be modified by the City of Halstad from time to time and that I agree to abide by said modifications as a condition of continuous use of the Fitness Center.

8. I agree that I am responsible for any guests that I bring to the Fitness Center. I agree to defend and indemnify the City of Halstad for any damage to the Fitness Center caused by my guests and to defend and indemnify the City of Halstad for any claims against the City of Halstad arising from the guest's actions.
9. If I have minor children using the Fitness Center, I certify that I am the parent or legal guardian of said children and hereby consent to their use of the Fitness Center on the same terms set forth in this Waiver and Release of Liability. I also agree that said children will follow any rules.
10. If I should lose or damage the key fob, I will pay the City of Halstad \$10 to obtain a new fob.
11. I have read the above and understand the legal significance of signing this document.

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Name (Please Print)

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Date

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Signature

# City of Halstad Fitness Center Guidelines

1. You will be held responsible for any damages caused to the facilities and equipment.
2. Children under the age of 16 need adult supervision.
3. Children under the age of 18 are not permitted in the building after midnight.
4. Indoor sneakers only! Leave outdoor footwear on the rug in the hallway.
5. Please keep the facilities clean.
6. Water, in bottles with lids, is allowed in the gym. Food and other beverages are not allowed.
7. No climbing on the bleachers.
8. Please be courteous and respectful of others. You are not the only one using the facilities.
9. Return all gym equipment back to their designated places after use.
10. If you are the last person in the gym, please turn off the lights.
11. 24-hour surveillance is in use. If you do not follow these guidelines, your fob will be deactivated.



# City of Halstad Fitness Center Application and Membership Agreement



Member Name(s) (list all users):

_____	DOB _____	_____	DOB _____
_____	DOB _____	_____	DOB _____
_____	DOB _____	_____	DOB _____
_____	DOB _____	_____	DOB _____

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_

FOB Non-refundable Fee \$10 (per FOB)

FOB # \_\_\_\_\_ Fee paid \$ \_\_\_\_\_ FOB # \_\_\_\_\_ Fee paid \$ \_\_\_\_\_

FOB # \_\_\_\_\_ Fee paid \$ \_\_\_\_\_ FOB # \_\_\_\_\_ Fee paid \$ \_\_\_\_\_

Check the appropriate membership (rates subject to change)		
Adults (Individual) (AI)	Family (FAM)	Seniors (60+) (SR)
____ Yearly.....\$125.00	____ Yearly.....\$225.00	____ Yearly..... \$100.00
____ 6-Month.....\$ 75.00	____ 6-Month.....\$135.00	____ 6-Month..... \$ 60.00
____ 3-Month.....\$ 40.00	____ 3-Month.....\$ 70.00	____ 3-Month..... \$ 35.00
____ Monthly..... \$ 15.00	____ Monthly..... \$ 25.00	____ Monthly..... \$ 12.00

\*\*\*\*\*Office Use\*\*\*\*\*

### Payment Record

Date	Amt pd	Type	Cash or ck#	Rec'd by	Expiration