

## **WASCO SCHOOL EVENTS CENTER**

**903 Barnett Street, PO Box 413 Wasco, OR 97065**

**WSEC Front Office 541-993-6838**

**Fitness/Gym Contacts: Jennifer Smith 541-980-6162 Gena Arthur 541-980-4377**

### **FITNESS CENTER/GYMNASIUM MEMBERSHIP**

#### **Type of Membership:**

Single \$5/per usage

Single \$25/month      Single \$275/Yearly (1 adult and minor children)

Couple \$45/month      Couple \$495/Yearly (2 adults and minor children same household)

Fitness Room Only      Single \$15.00      Couple \$25.00

### **WASCO FITNESS CENTER & GYMNASIUM RULES & REGULATIONS**

- Wasco Fitness Center (WFC) is for adult use only. No one under the age of 18 is permitted to use the exercise room and must be accompanied by an adult in the GYM.
- Membership dues need to be paid on or before the first business day of each month. For your convenience, payments may be placed in the locked box inside the door of the Fitness Center.
- Report any damage or equipment issues to the WSEC director.
- Do not drop weights, kettlebells, or dumbbells.
- Return all weights and equipment to their proper location.
- No food or beverages (except water) are allowed in WFC.
- Members may supply their own locks if they wish to use a locker.
- Appropriate footwear is required when using equipment and Gym.
- Wipe down all equipment after use.
- Limit the use of cardio equipment to 30 minutes if there are others waiting to use it.
- Alcohol, tobacco products, and drugs are prohibited in the WFC.
- Use of headphones and personal music devices are recommended. No loud music.
- Hours of operation are 6:00 a.m. to 9:00 p.m.
- WFC is for members use only. Please do not allow non-members to use the facility. If you would like to bring a guest, please have them pay the daily usage fee of \$5.00 and sign a release of liability.
- Lock all doors, close and lock windows, turn heat down/off, and turn off all lights if you are the last person to leave WFC.
- Sign in and out.
- Failure to comply with these rules may cause you to forfeit your membership, with the possibility of no refund of your dues.

The code for the door lock will be changed monthly. You will be notified of the new code once your monthly dues have been paid. **DO NOT** give door codes to minors!!

### **RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In consideration of being permitted to use the Wasco Fitness Center and/or Wasco School Events Center Gymnasium, including the use of equipment, participation in Dance Studio activities, and other facilities, (collectively, "Facilities") I hereby agree to fully **RELEASE, INDEMNIFY, AND HOLD HARMLESS** the City of Wasco and the Wasco School Events Center, including its agents, owners, managers, officers, employees, volunteers, related and affiliated entities, successors, and assigns (collectively, "Released Parties"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the use of the Facilities may include participation in strenuous physical activities, including, but not limited to: running, weight training, stationary bicycling, gymnastic movements, dance movements, and use of various aerobic conditioning machinery (collectively, "Physical Activities").
2. I acknowledge that engaging in Physical Activities involves the inherent risk of permanent disability, paralysis, death, physical injury and other physical ailments, including, but not limited to: heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat exhaustion, knee/lower back/foot injuries, as well as many other injuries which may occur during or after my participation in the Physical Activities. I further acknowledge that the risk of injury includes, but is not limited to, injury caused by defective or improperly used equipment, over-exertion by myself, slip and fall, or an unknown health problem.
3. **I agree to assume all risk and responsibility arising from use of the Facilities.**
4. If any Released Parties are required to incur attorney's fees or costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. I further agree that in the event I file a lawsuit against any of the Released Parties, I agree to do so solely in the Sherman County Circuit Court of the State of Oregon, that Oregon Law shall apply, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall have full force and effect.

**WSEC FITNESS CENTER/GYMNASIUM MEMBERSHIP**

Name (print); \_\_\_\_\_

2<sup>nd</sup> Name (couple membership) (print): \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

#2 Phone number (if applicable): \_\_\_\_\_

#2 E-Mail (If applicable): \_\_\_\_\_

**BY SIGNING BELOW, I HEREBY VOLUNTARILY AND FULLY RELEASE, DISCHARGE, AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE PHYSICAL ACTIVITIES OR MY USE OF THE RELEASED PARTIES', EQUIPMENT OR FACILITIES, INCLUDING, BUT NOT LIMITED TO, ANY SUCH CLAIMS WHICH ALLEGE OR PROVE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES. THIS INCLUDES, WITHOUT LIMITATION, CLAIMS WHICH ALLEGE OR PROVE THAT THE INCIDENT WAS CAUSED BY THE RELEASED PARTIES' SOLE NEGLIGENCE AND/OR CLAIMS WHICH ALLEGE OR PROVE THAT THE INCIDENT WAS CAUSED SOLELY OR PARTLY DUE TO NEGLIGENT DESIGN, CONSTRUCTION, CONDITION, MAINTENANCE, OR REPAIR TO THE EQUIPMENT OR FACILITIES.**

**I UNDERSTAND THIS IS A RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I HAVE CAREFULLY READ AND UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(joining as couple)

If I am a parent or guardian of a minor participating in use of the Facilities, my signature above serves as my release of liability for the following minors:

Print Names: \_\_\_\_\_