

HOLIDAY PARK RULES FOR USE OF FITNESS CENTER

1. ABSOLUTELY NO ADMITTANCE UNTIL A WAIVER IS SIGNED AND TRAINING IS COMPLETED.
2. Proper athletic attire including athletic shoes, shorts or pants, and shirts must be worn at all times. (No open toe sandals or smooth soled (dress) shoes allowed.)
3. Participants must show respect to equipment, facility, and other residents.
4. Do not move or alter equipment.
5. Gym door must always remain closed while using the gym.
6. Keep hands and loose clothing away from pulleys.
7. Please limit cardio use to 30 min. while others are waiting.
8. Plastic water bottles are allowed. All other food and drinks are prohibited. (No Glass)
9. No offensive or loud music.
10. Guests must be 18 years or older, must sign a waiver to access the gym. Door codes are not given to guests by the District Office. (**NO EXCEPTIONS**)
11. Clean equipment after each use.
12. Return weights after use to proper location.

ANY VIOLATIONS OF THE ABOVE RULES COULD RESULT IN LOSS OF FACILITY USAGE.

CODE: _____

ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY

CODE: _____

The facilities and activity programs offered by the Holiday Park Park and Recreation District have been designed and established to provide beneficial exercise without compromising the health or safety of the people who utilize the facilities or participate in the programs. The undersigned acknowledges that there exist inherent risks of injury in connection with the use of any exercise equipment and participation in any exercise program or activity. The District urges you to obtain a physical examination from a duly licensed physician before using any exercise equipment or participating in any exercise activity.

In consideration of the District's agreement to permit the undersigned and the undersigned's guests and family to utilize the District's fitness equipment and related facilities and or participate in the District's programs, for the undersigned and the undersigned's guest and family who utilize the District's facilities, the undersigned hereby knowingly and voluntarily assumes the risks, both known and unknown, inherent in the use of the District's facilities and participation in the District's programs, including without limitation, injury to bones, muscles, joints, fainting, abnormal blood pressure, heat stress, disorders of heart rhythm, heart attack, stroke, permanent disability or death.

The undersigned, for the undersigned and the undersigned's guest and family agrees to release indemnify defend and hold harmless the District, its affiliates, successors, and assigns, its members officers, board members, attorneys agents employees, and any persons or entities related to the foregoing (hereinafter the "Indemnified Parties"), to the full extent permitted by law, from and against any and all claims, suites, actions, causes of action, losses, liabilities, damages including without limitation, any personal injury, loss of life or damage to property, whether direct or indirect or consequential as a result of or in any way related to the use of the District's facilities by the undersigned and the undersigned's family and guest (or the use of the District's facilities or participation in any fitness center program by and child houseguest, licensee, lessee or other guest or invitee of the undersigned) or otherwise resulting from or arising out of the participation of the undersigned or a child, houseguest, licensee, lessee or other guest or invitee of the undersigned in the activities or operations of such District facilities including, but not limited to the fitness center for such participation , this provision shall include an obligation to indemnify the indemnified parties for, from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to all trial appellate and bankruptcy levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgements or decrees which may be entered relating thereto. Usage of the fitness facilities or participation in related programs for individuals ages 14 and under requires an adult at least 18 years of age to be present while the activity is occurring. The undersigned acknowledges that the undersigned acknowledges that the undersigned has had an opportunity to ask questions. Any questions the undersigned has asked have been answered to the undersigned's complete satisfaction.

The undersigned has read this agreement, fully understands its terms, acknowledges, and understands the risks set forth herein and knowingly agrees to assume and accept full responsibility for such risks. If any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

By signing below, I am acknowledging I have read and understand the above ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY and I have been provided with a copy of the Holiday Park Rules for use of the Fitness Center.

RESIDENT OR GUEST NAME PRINTED

RESIDENT OR GUEST SIGNATURE

ADDRESS

DATE