

## SCHLESWIG GYM AND FITNESS CENTER USE AGREEMENT

IT IS HEREBY AGREED BY AND BETWEEN, the Schleswig Community School District [hereinafter, District] and the undersigned [hereinafter, Patron (including businesses in the Schleswig CSD for use for employees only)], as follows:

1. Patron agrees to pay a one-time non-refundable key card issuance fee of \$50 to the District. The key card permits access to the District's gymnasium and fitness center [hereinafter, Center]. Access to the Center, other than for attendance at District events, is not permitted during the school day or during periods of other District use without permission from district administration.
2. Patron acknowledges that there will be no supervision of the use of the Center by Patron or Patron's guests.
3. Patron acknowledges that the District will track his or her use of the Center by logging when Patron's key card is used to access the Center and by use of video cameras or other means.
4. Patron acknowledges that he or she has been trained by the District in the safe use of the Center and in the safe use of equipment in the Center. Patron further acknowledges receipt of the Center's rules and expectations and agrees to abide by them and any subsequently adopted rules and expectations.
5. **Patron agrees that his or her use of the Center entails inherent risks associated with such use, including but not limited to risk of physical injury from improper use of equipment in the Center, and risks inherent in physical exercise. Patron acknowledges that he or she is solely responsible to protect himself or herself and his or her permitted guests from risk of injury at all times when using the Center or its equipment.**
6. **Patron does hereby release, acquit, and forever discharge District, together with its past and present officers, directors, employees, related and affiliated entities, successors, agents, heirs, assigns, and insurers, and all other persons, firms and corporations, from any and all liability whatsoever, including all claims, demands, and causes of action of every nature affecting Patron, jointly or severally, which has, may have, or ever claim to have arising out of Patron's use of the Center.**
7. Patron acknowledges that this Agreement may be amended from time to time at the sole discretion of the District. Patron further agrees that his or her right to access the Center may be revoked at any time by the District for violation of the rules and expectations of the Center or for any other reason deemed sufficient by the District.

Dated at Schleswig, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Patron

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Additional Users

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\_\_\_\_\_

Patron

Additional Users