

WESTON VOLUNTEER FIRE DEPARTMENT, INC. FITNESS CENTER

LIABILITY WAIVER

I am aware that exercise can be physically stressful and in certain instances can even be harmful and result in death. I understand I should consult with my personal physician before I begin or continue any exercise program. In consideration of my use of the Weston Volunteer Fire Department, Inc. Fitness Center (hereinafter the Fitness Center), and the activities I may engage in therein, I agree as follows:

1. I understand the risk and danger to me and my property associated with the use of the Fitness Center, I do so voluntarily in reliance upon my own judgment and ability. I assume risk of all personal injury, death, property damage and loss from any cause whatsoever, including but not limited to failure of anyone to enforce rules and regulations or inspect equipment or facilities and negligence of others who may use the Fitness Center.

2. I acknowledge and agree that the Weston Volunteer Fire Department, Inc. (hereinafter WVFD), its Board of Directors, Officers, agents and members are not responsible and are hereby released from any and all claims, losses, damages, liabilities or demands of any kind or nature whatsoever on account of any damage, injury to or other effect upon my health or physical condition which may occur as a result of my use of the Fitness Center equipment or my presence in the Fitness Center. I shall indemnify, defend and hold harmless the WVFD, its Board of Directors, Officers, agents and members from all liability, loss, costs damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys fees arising or claimed out of personal injuries, death, property damage or loss whether in tort, contract, caused by my own negligence or the negligence of others or intentional acts which may occur as a result of my use of the Fitness Center equipment or presence in the Fitness Center.

3. I acknowledge and understand WVFD will not provide any supervision at or in connection with the Fitness Center. I agree to use the equipment in the Fitness Center without any such supervision.

4. This waiver has been executed by me and may not be used by any other person for the purposes of using the Fitness Center. I have read the rules of the Fitness Center and agree to be bound by them and any amendments to them hereafter posted or provided to me.

5. I certify that I am medically sound, and physically fit to use the Fitness Center. I further certify that no oral promise, agreement, warranty or representation concerning safety or liability of the Fitness Center or its equipment has been made to me.

I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE IT WILL LEGALLY BIND ME, MY HEIRS AND MY ESTATE.

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____
(Member/Guardian of Minor Using Facility)

1. No food is allowed in the Fitness Center. No open drink containers are permitted without a sealed top.
2. Guests may only use the facility accompanied by a Member. Guests are limited to family members and significant others.
3. A previously executed Liability Waiver approved by the WVFD is a pre-condition to use the facility.
4. All members wishing to use the facility must be at least 18 years of age. Members or guests of members under the age of 18 must be pre-approved by WVFD officials. Members are responsible for their guests' actions, and may bring no more than one guest at a time to the fitness center.
5. All members and guests must sign in and out of the fitness center in the supplied log book.
6. All equipment used during a workout shall be wiped down and thoroughly cleaned after each use with disinfectant. Specific attention shall be made to the cardiovascular equipment, and the areas around them I.E. Floor. Disinfectant and needed cleaners will be provided by the WVFD.
7. All weights shall be placed back in racks when finished, regardless of who may use them at a later time.
8. If the fitness center is found to be left in a condition that is other than satisfactory, responsibility of the fitness center's condition will revert back to the last member in the sign in book.
9. Any damage to building or equipment shall be immediately reported to the WVFD, and noted in the sign in book.
10. Any misuse of building or equipment shall be immediately reported to WVFD officials.
11. Members using the fitness center shall be cognizant of their time on a particular piece of equipment (I.E. cardio vascular equipment) so that others may also use them. Time on a particular piece of equipment should be limited to 45 minutes in the event another member wishes to use the machine.
12. Music and Television volumes should be kept at levels agreed upon by all members present in the fitness center.
13. The last person to leave the fitness center shall make sure the facility is clean, orderly, and secure before leaving.
14. The WVFD reserves the right to revoke the membership of anyone who violates the rules and regulations of the fitness facility.