

**WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
WALL SCHOOL DISTRICT, WALL, SOUTH DAKOTA**

PLEASE READ THE FOLLOWING CAREFULLY. If you have any questions, consult your attorney before signing this document.

WAIVER: In consideration of being permitted to participate in any way in the use of the Wall School District Power House Fitness Center facility, including but not limited to use of the fitness equipment and weights in the Wall School District Power House Fitness Center, hereinafter called "Activity," I, for myself, my heirs, personal representatives or assigns, do, hereby release, waive, discharge, and covenant not to sue the Wall School Board, Wall School District, its officers, representatives, employees, or agents and agree to hold them harmless and indemnify them from liability from any and all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in Activity, regardless of the cause of the injury or damage, including, but not limited to, any claim of negligent supervision, defective design, negligence maintenance, or other condition of the facility or equipment used under this Agreement. I hereby further agree that this Waiver of Liability, Assumption of Risk and Indemnity Agreement shall be construed in accordance with the laws of the State of South Dakota.

ASSUMPTION OF RISKS: Participation in Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks which the undersigned hereby acknowledges and accepts vary, but such risks include 1) minor injuries such as scratches, bruises, sprained muscles, torn ligaments, fractures, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death. I recognize and understand that Activity may be hazardous, that my participation is solely at my own risk, and that I assume full responsibility for any resulting injuries and damages resulting from my participation in Activity including responsibility for using reasonable judgment in all phases of participation in Activity. I further understand that I will not engage in the use of fitness equipment and weights without first understanding the safe usage for such equipment and weights, available at the Wall School District Power House Fitness Center. I affirm that I am in good health. I further declare that I am physically fit and capable to participate in Activity.

I understand use of the Wall School District Power House Fitness Center is being permitted at no charge to me and therefore Wall School District enjoys immunity from liability as a recreational use freely permitted by them. To the extent that immunity would for some reason NOT be allowed, I assume all risk of injury while participating in Activity, including but not limited to utilizing what can be dangerous equipment unless I have 1)a spotter and 2)training in the proper use. I warrant that I do know the proper safe usage of Activity.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. In consideration of the use of such facility I hereby release Wall School District, Wall School Board, all officers, agents, representatives and employees of the School District from all liability, if any there be.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD the Wall School District HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Activity and to reimburse them for any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of South Dakota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily; I am at least eighteen (18) years of age and fully competent; and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant Name

Print Name of Participant

Date

Age (if minor)

Signature of Parent/Guardian of Participant if Minor

Print Name of Parent/Guardian of Participant if Minor