

## 2021-2022 RULES AND FEES

### Armory/Weight Room/Gymnasium Rules

#### Student Use:

1. Miller District students will receive first priority
2. Miller Students will be allowed use of facilities from 8:00 am to 6:00 pm. without user fee charges
  - ✦ Use outside of this time will be assessed the user fee.
  - ✦ Unauthorized use will result in loss of user privileges.
3. Weight room and gymnasium will be supervised by district employees.
4. Injuries must be reported immediately to a school administrator.
5. Weight room is closed to grades 6 and below.

#### Student/Staff/Public Use:

1. Facilities to be left clean. All apparatus and bars must be returned to their proper place. Repeated violation of this guideline will result in facilities being inaccessible. **TAKE PRIDE** in the **APPEARANCE** of the **FACILITY**.
2. All weight lifting safety guidelines must be followed including using spotters, weight belts and proper techniques.
3. Safe procedures must be followed at all times.
4. No street shoes.
5. No "horse play".
6. No foul language.
7. Only student athletes are to use locker rooms unless authorized by school personnel.
8. Anyone gaining entry to the facilities via unauthorized entry will be subject to disbarment from facility use.
9. Last person leaving shall turn off all lights and lock all doors.

### Early Dismissal Policy

In the event of early dismissal due to inclement weather, all student activities will be cancelled. **NO PRACTICES OR OPEN GYM WILL BE ALLOWED.**

#### FEES:

#### Open Gym – expires one year from paid date

Family	\$65.00 with Key Card (\$25 for replacement)
Adult	\$40.00 with Key Card (\$25 for replacement)
Senior Citizen (62 & over)	\$30.00 with Key Card (\$25 for replacement)










#### Open Gym

Per Day	\$5.00
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## Miller School District 29-4

### INFORMED CONSENT AND ASSUMPTION OF RISK

Miller School District 29-4 is a non-profit educational institution. References to Miller School District 29-4 include 'MSD 29-4' its board of education, officers, officials, employees, volunteers, students, agents, and assigns.

-  I (print your name) \_\_\_\_\_ understand I am responsible for the key fob for which I am signing.
-  I fully understand and appreciate the dangers, hazards and risks inherent in participating in the physical activities in the school and/or armory.
-  I agree that participating in any activity is an acceptance of some risk of injury and/or loss or damage of property. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that is my responsibility to know what I will need for the Program and to provide what I will need. I agree to make sure that I know how to safely participate in any activities, and I agree to observe any rules and practices, which may be employed to minimize the risk of injury. I agree to stop and seek assistance if I do not believe I can safely continue any activity. I will not wear or use or do any thing that would be a hazard to myself, or others, including using or ingesting any substance which could pose a hazard to myself or others. I agree that if I do not act in accordance with this agreement, I may not be permitted to continue to participate in the Program.
-  **INDEPENDENT ACTIVITY:** I understand that MSD 29-4 is not responsible for any loss or damage I may suffer when I am exercising independently.
-  I understand that entering into a personal fitness program may be potentially dangerous, and that I may be injured and/or lose or damage personal property as a result of participation in the Program. Therefore, **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including, but not limited to:
  -  Death, injury or illness from accidents of any nature whatsoever, including, but not limited to, bodily injury of any nature, whether severe or not, which may occur as a result of participating in an activity or contact with physical surroundings or other persons.
  -  Theft, loss or damage of my personal property. .
-  **MSD 29-4 RULES, REGULATIONS AND POLICIES:** I agree to obey and comply at all times with all of the rules, regulations, codes, and policies of MSD 29-4. I agree to notify MSD 29-4 immediately of any injury or loss.
-  **SIGNATURE:** I indicate that by my signature below that I have read the terms and conditions of participation and agree to abide by them. I have carefully read this Informed Consent and Assumption of Risk Form and acknowledge that I understand it. My signature below indicates that I have read and freely signed this agreement, which takes effect immediately.



SIGNATURE OF PERSON RESPONSIBLE FOR KEY FOB

DATE

BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

## MILLER SCHOOL DISTRICT 29-4

### PARTICIPANT RELEASE AND INDEMNITY AGREEMENT

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

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

For and in consideration of being permitted to use the facilities, **I, THE UNDERSIGNED, HEREBY FULLY RELEASE AN FOREVER DISCHARGE** Miller School District 29-4 and all instructors, sponsors, agents, employees, officers, trustees and affiliates of Miller School District 29-4 (collectively 'MSD 29-4'), of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, for any damage to or loss of my property, any injury to my person or my death or any one or more of the foregoing, arising directly or indirectly out of my participation for any purpose in the use of the facilities, **INCLUDING ANY SUCH DAMAGE, LOSS OR INJURY THAT IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF MSD 29-4, INCLUDING ANY NEGLIGENT CONDUCT OF MSD 29-4** but excluding any gross negligence or willful misconduct of MSD 29-4. **IT IS MY EXPRESS INTENT THAT THE ABOVE RELEASE INCLUDES THE RELEASE BY ME OF MSD 29-4 FROM THE CONSEQUENCES OF MSD 29-4's OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY RELEASE OF MSD 29-4 DOES NOT APPLY IS WITH RESPECT TO ANY OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MSD 29-4. I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS MSD 29-4** for, from, and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys fees and costs of investigation), and actions of any kind or description for any damage to or loss of my property or the property of another, any injury to me or my death, or the injury to or death of any other person or any one or more of the foregoing, arising out of my participation for any purpose in the use of the facilities, **INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF MSD 29-4, INCLUDING ANY NEGLIGENT CONDUCT OF MSD 29-4** but excluding any gross negligence or willful misconduct of MSD 29-4.

**IT IS MY EXPRESS INTENT THAT THE ABOVE INDEMNITY INCLUDES INDEMNIFICATION BY ME OF MSD 29-4 FROM THE CONSEQUENCES OF MSD 29-4's OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY OBLIGATION TO INDEMNIFY MSD 29-4 DOES NOT APPLY IS WITH RESPECT TO AN OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MSD 29-4.** By execution below I hereby acknowledge that I recognize and assume all of the risks associated with the use of the facilities. **I ACKNOWLEDGE THAT IT IS IMPORTANT THAT I VERIFY THAT I HAVE INSURANCE COVERAGE WHICH EXTENDS TO ME WHILE PARTICIPATING IN THE ACTIVITY, AND THAT I SECURE SUCH COVERAGE IF I DO NOT ALREADY HAVE IT.** I understand that MSD 29-4 does not provide such coverage, and that no insurance coverage may exist through MSD 29-4

to cover any injuries or damages, which I may sustain, or claims, which may arise as a result of my participation in the use of the facilities.

The terms of this Release and Indemnity Agreement are to be governed by and construed under the laws of the State of South Dakota, and venue with respect to any dispute arising between MSD 29-4 and any other party that involves this Release and Indemnity Agreement or my participation in the Activity shall be exclusively in Hand County, South Dakota. Each provision of this Release and Indemnity Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. I understand that the terms of the Release and Indemnity Agreement are contractual and not mere recitals, and that such terms are binding upon me, my heirs, personal representatives and assigns. In making this Release and Indemnity Agreement, I have not relied upon any statement or representation pertaining to this matter made by MSD 29-4 or any other person or entity which is hereby released. **I WARRANT THAT I HAVE CAREFULLY READ THIS DOCUMENT AND KNOW ITS CONTENTS, AND THAT I AM 18 YEARS OF AGE OR OLDER AND HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT AND THAT I HAVE EXECUTED THIS DOCUMENT VOLUNTARILY AND AS MY OWN FREE ACT. I EXECUTE THIS DOCUMENT FULLY INTENDING TO BE BOUND BY ITS TERMS.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Participant

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