

# *Math, Science & Technology Community Charter School*

*1800 E. Byberry Road*

*Philadelphia, PA 19116*

*Telephone: (267) 348-1100 Fax: (267) 348-1217*

*[www.mastccs.org](http://www.mastccs.org)*

## **Student/Parent/Guardian Acknowledgement of Hazard, Assumption of Risk, and Waiver of Liability for: MaST Community Charter School Fitness Center “ACKNOWLEDGEMENT AND WAIVER”**

In consideration of access and use of the MaST Community Charter School Fitness Center facility (“Fitness Center”), and intending to be legally bound, I, \_\_\_\_\_, the undersigned student (“Student”) and I, \_\_\_\_\_, the undersigned Parent/Legal Guardian (“Parent”), hereby acknowledge and agree to the following:

1. **ACKNOWLEDGEMENT OF RISK:** Student and Parent hereby acknowledge, accept, and agree that the use of the Fitness Center, which includes but is not limited to the sport of weightlifting and the use of exercise machines and/or fitness equipment, involves inherent risks, including risk of death, bodily injury and damage to property. Student and Parent understand the nature and extent of the risks associated with the use of the Fitness Center. Risks associated with the use of the Fitness Center include, but are not limited to:
  - a. Any and all injuries resulting from falling off of a machine and hitting the floor, walls, people, and other pieces of equipment, whether permanently or temporarily in place;
  - b. Abrasions, entanglement injuries, and bruises resulting from activities associated with the use of the Fitness Center;
  - c. Injuries resulting from other people in the weight room, including but not limited to falling persons and dropped weights;
  - d. Cuts, abrasions, and bruises resulting from contact with exercise equipment;
  - e. Failure of equipment to properly function;
  - f. Failure of people to follow the rules of the Fitness Center or ask for information regarding the rules of the Fitness Center;
  - g. Death.

Student and Parent further acknowledge that the above list is not inclusive of all the possible risks associated with the use of the Fitness Center.

2. **ASSUMPTION OF RISK:** Student hereby expressly and specifically assumes any and all risks of injury (including death) or damage to property arising from or sustained during the Student’s use of the Fitness Center. Parent hereby expressly and specifically assumes any and all risks of injury (including death) to the Student, or damage to property, arising from or sustained during the Student’s use of the Fitness Center.
3. **AGREEMENT TO FOLLOW SAFETY POLICIES OF MaST COMMUNITY CHARTER SCHOOL FITNESS CENTER:** Student and Parent accept full responsibility for Student’s own safety and the safety of other users while Student is on the premises and/or using the Fitness Center. Student and Parent further assume full responsibility in ensuring Student follows and/or enforces the following safety procedures:

- a. All users of the Fitness Center must attend a safety orientation of equipment and facilities in the Fitness Center prior to use.
  - b. All users of the Fitness Center must inspect the facilities and equipment prior to use, and if a user believes anything is unsafe, he/she will immediately advise MaST Community Charter School and all other Fitness Center users.
  - c. All users of the Fitness Center must inform MaST Community Charter School and all other Fitness Center users of any situation seen as unsafe or not in accordance with the safety policies.
  - d. All accidents or equipment damage must be reported immediately to MaST Community Charter School.
  - e. All users of the Fitness Center must monitor personal condition throughout use of the Fitness Center, and should any unusual symptoms arise, a user will cease use of the Fitness Center and inform MaST Community Charter School.
  - f. All users of the Fitness Center shall abide by the instructions of MaST Community Charter School, faculty and staff.
4. **RELEASE AND WAIVER:** In consideration for Student being allowed to use the Fitness Center, and intending to be legally bound, Student and Parent hereby AGREE TO WAIVE, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS MaST Community Charter School, including but not limited to trustees, directors, officers, affiliates, agents, servants, workmen, employees, staff, and faculty, and their successors and assigns, from any and all liability, actions, causes of action, demands, demand actions, suits, damages (including death, bodily injury, personal injury or property damage, attorneys fees and disbursements) and claims of every kind or nature, either in law or in equity (collectively "Liability") arising out of Student's use or intended use of the Fitness Center, INCLUDING ANY AND ALL LIABILITY THAT MAY ARISE FROM MaST COMMUNITY CHARTER SCHOOL'S OWN NEGLIGENCE. This release is binding on Student's and Parent's heirs, assigns, and agents.
5. **INDEMNIFICATION:** Student and Parent hereby agree to indemnify and hold harmless MaST Community Charter School, including but not limited to trustees, directors, officers, affiliates, agents, servants, workmen, employees, staff, and faculty, and their successors and assigns, from any and all liability, actions, causes of action, demands, demand actions, suits, damages (including death, bodily injury, personal injury or property damage, attorneys fees and disbursements) and claims of every kind or nature, either in law or in equity (collectively "Liability") arising out of or in any way relating to Student's use of the Fitness Center. This indemnification is binding on Student's and Parent's heirs and agents.
6. **MEDICAL CONDITION:** Student and Parent declare that Student is physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent Student's use of the Fitness Center. Student and Parent hereby assume all responsibility for Student's use of the Fitness Center and for Student's utilization of any and all equipment and machinery in connection with the Fitness Center. Student and Parent must produce MaST Community Charter School with proof of a current annual physical examination and/or certification of Student's physical fitness by a physician before Student may use the Fitness Center. Such documentation will be maintained on record with MaST Community Charter School until the Student's next physical examination. Documentation of an examination or certification already produced to MaST Community Charter for interscholastic and/or intramural athletic participation is sufficient to comply with this provision.
7. **OTHER PROVISIONS:** Student and Parent agree that this Acknowledgement and Waiver is intended to be as broad and inclusive as permitted by the laws of Pennsylvania, and that it will be governed by and interpreted in accordance with the laws of Pennsylvania. In the event that any clause or provision of this Acknowledgement and Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions, which shall continue to be enforceable. This Acknowledgement and Waiver constitutes the entire agreement between Student/Parent and MaST Community Charter School. This Acknowledgement and Waiver supersedes all

prior oral or written agreements and understandings on the same subject matter. No amendment or modification of the terms of this Acknowledgement and Waiver shall be binding unless the amendment or modification is made subsequent to the effective date of this Acknowledgement and Waiver, is in writing, and is properly executed by a representative of MaST Community Charter School.

MaST Community Charter School reserves the right to deny access to its Fitness Center to any individual, permanently or for a specific period of time, for any breach of any of the terms within the foregoing Acknowledgement and Waiver, or for any conduct that is viewed as unsafe or inappropriate.

**Parent** is eighteen (18) years of age or older and as part of this Acknowledgement and Waiver, in consideration of Student's use of the MaST Community Charter School Fitness Center, acknowledges and executes:

**On the line below, write: "I have read and agreed to all provisions of this Acknowledgement and Waiver."**

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As part of this Acknowledgement and Waiver, in consideration of Student's use of the MaST Community Charter School Fitness Center, **Student** acknowledges and executes:

**On the line below, write: "I have read and agreed to all provisions of this Acknowledgement and Waiver."**

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First Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

First Parent/Guardian Name (print): \_\_\_\_\_

Second Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Second Parent/Guardian Name (print): \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student Name (print): \_\_\_\_\_

Student's Homeroom Number (i.e. 9H4): \_\_\_\_\_

Forms/Fitness Center – Student Waiver of Liability 2-15-12

\*\*\*Please ensure **ALL** blank lines are completed before submitting\*\*\*