URBAN COMMUNITY SCHOOL
FITNESS AND SPORTS FACILITIES

Agreement, Waiver, Release and Assumption of Risk

I intend to use some or all of the activities, facilities, programs and services offered by Urban Community School and in any way related to fitness or sports (“UCSfit”), whether conducted indoors or outdoors, on any property owned or leased by Urban Community School. IN CONSIDERATION OF BEING ALLOWED SUCH USE, I DO HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE URBAN COMMUNITY SCHOOL, ITS PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE STOCKHOLDERS, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ALL OTHERS ACTING ON BEHALF OF ANY OF THEM FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION (KNOWN OR UNKNOWN) FOR ANY AND ALL INJURY, ILLNESS, DAMAGE OR LOSS THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF MY PARTICIPATION IN ANY ASPECT OF THE ACTIVITIES, FACILITIES, PROGRAMS AND SERVICES OFFERED AT OR BY UCSfit, INCLUDING, BUT NOT LIMITED TO, MY USE OF EQUIPMENT OR MACHINERY IN CONNECTION WITH THE ACTIVITIES, FACILITIES, PROGRAMS AND SERVICES OFFERED AT OR BY UCSfit.

I understand that each person (me included) has a different capacity for participating in the activities, facilities, programs and services offered at or by UCSfit. I am aware that all activities, facilities, services and programs offered are educational, recreational or self-directed in nature. I agree that my participation in any and all of the activities, facilities, programs and services offered at or by UCSfit is strictly voluntary and has not been requested or required by Urban Community School or anyone else. I further agree that my participation in any and all activities, facilities, programs and services offered at or by UCSfit is at my own risk and that I assume any and all risk of injury, illness, damage or loss that might result. I also agree to assume all risk of damage, loss or theft to or of any of my property.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities, facilities, programs and services offered at or by UCSfit. I acknowledge that I have either had a physical examination and have been given a physician’s permission to participate in these activities, facilities, programs and services, or that I have decided to participate in these activities, facilities, programs and services without the approval of my physician. I do hereby assume all responsibility for my participation in the activities, facilities, programs and services offered at or by UCSfit and for my utilization of any and all equipment and machinery in connection with these activities, facilities, programs and services.

I understand that the activities, facilities, programs and services offered at or by UCSfit may sometimes be conducted by persons who may not be knowledgeable, licensed, certified or registered instructors or professionals. I accept the fact that the skills and competencies of some employees, agents, representatives, contractors or volunteers working at UCSfit will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and employed to provide such professional services.
I have read, understand and will abide by and comply with all of the Rules and Regulations of UCSfit attached to this instrument; and I will read, abide by and comply with any and all new or additional Rules and Regulations as may be from time to time issued with respect to the UCSfit.

**Agreement and Acknowledgement**

This Agreement, Waiver, Release and Assumption of Risk, together with the Rules and Regulations attached, are being presented to me for my review through Urban Community School’s Leadership Team. By signing this document, I affirm that I have received and read this instrument and attachments in its entirety. I further acknowledge and agree that the Rules and Regulations related to UCSfit are subject to change from time to time, including by adding additional policies, in the sole and absolute discretion of Urban Community School. It is my responsibility to keep up to date on the details of this instrument and the Rules and Regulations of UCSfit.

**UCS Employee:**

Signature: __________________________ Date: __________

Print Name: __________________________

**UCS Employee Guest:**

Signature: __________________________ Date: __________

Print Name: __________________________

Relation to UCS Employee: __________________________
Urban Community School Fitness & Sports Facilities

Rules and Regulations
(Version #2 – June 12, 2018)

1. Only Urban Community School employees whose use privileges have not been suspended or revoked may use the Urban Community School fitness or sports facilities, whether located indoors or outdoors, on any property owned or leased by Urban Community School (“UCSfit”). Guests (includes: spouses, partners, and significant others) are permitted to use UCSfit. No children, friends, or other guests are permitted for any reason. Guests must have a signed waiver on file with H.R. (Alyssa Mitchell) and must be accompanied by a UCS employee at all times. Guests may never, under any circumstances, use UCSfit without the UCS employee. Bringing a guest without a signed waiver will result in loss of employee UCSfit privileges. All responsibility for damage, loss of equipment, or other UCS property by guest(s) will default to the UCS employee.

2. Users who participate in any activity at UCSfit do so at their own risk. UCSfit is unsupervised. Urban Community School is not responsible for any injury that may occur to any individuals, or any damage that may occur to any property of individuals, who are participating in any activity at UCSfit. Participation in any activity at UCSfit is on a voluntary basis.

3. Attire:
   - Proper athletic attire (shirts, workout shorts/pants and athletic shoes) must be worn at all times.
   - Absolutely no sandals, open toed or open-backed shoes are permitted.

4. Food is not permitted at UCSfit. Gum is not permitted to be chewed at UCSfit.

5. Water, Gatorade or sports drinks are permitted provided they are in sealable, plastic containers.

6. Radios, tape players, CD players, IPods, MP3 players or other audio, video or multimedia devices are not permitted to be used at UCSfit unless they are personal units and they are equipped with headphones which are in use at all times while the devices are operated at UCSfit. A common Bluetooth speaker is located in the fitness room and is to be used with discretion. UCSfit users may also stream to Apple TV’s connected to the fitness center TV’s, via their UCS issued iPads. All TV’s have subtitles capabilities and volume should be turned down on all TV’s when others are using the facilities.

7. Users are required to comply with all other rules, regulations and policies applicable to employees of Urban Community School, including but not limited to those contained in the Employee Handbook.

8. Smoking and tobacco products are not permitted at UCSfit or anywhere on the UCS campus.

9. Urban Community School is not responsible for items lost or stolen at UCSfit.

10. Users are required to pick-up after themselves and discard trash and remove personal items.
11. For safety reasons, personal items, bags and other items are to be stored in classrooms or offices only, and not in any fitness or sports facilities on the UCS campus.

12. All users are required to wipe down cardio and weight room equipment after each use. Paper towels and disinfecting spray are available for use. Failure to do so can result in the revoking of UCSfit privileges and access.

13. Weight area etiquette:
   - Use of chalk is not permitted.
   - Other users must be allowed to “work in” between sets.
   - Return weights to the tree or rack.
   - Weights may not be set against the wall, mirror, benches or other equipment.
   - Weights or dumbbells may not be dropped on the floor or benches.

14. Cardiovascular area etiquette:
   - During busy times or whenever someone is waiting for a machine, observe the 30-minute time limit on all cardiovascular equipment.

15. Report damaged equipment immediately to Urban Community School’s Family Engagement Coordinator.

16. Report bathroom conditions immediately to Urban Community School’s Maintenance Department.

17. Report unsafe exercise or injuries immediately to a member of the UCS Leadership Team (Tom Gill, Lisa DeCore, Nora French, John Hagerty, Chris Tipton, Jessica Gilway, Pattie Skrha, or Josh McLaughlin).

18. Urban Community School reserves the right to refuse service at UCSfit to any user who violates any rule or regulation, or engages in any verbal or physical abuse of anyone.

19. Urban Community School’s Family Engagement & Athletics Coordinator is ultimately responsible for enforcing all rules, regulations, and procedures. If at any time a user does not comply with the rules or requests or directives of Urban Community School’s Family Engagement & Athletics Coordinator, the user may be asked to leave or his/her UCSfit privileges may be suspended or revoked temporarily or permanently by the UCS Leadership Team. Urban Community School’s Family Engagement & Athletics Coordinator will enlist the help of other school officials and supervisors whenever these situations arise.

20. The activities, facilities, programs and services offered at UCSfit may sometimes be conducted by persons who may not be knowledgeable, licensed, certified or registered instructors or professionals. The skills and competencies of some employees, agents, representatives or volunteers providing services at UCSfit will vary according to their training and experience and no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and employed to provide such professional services.