



AP-F-301.3 Waiver and Release - Students

Administrative Procedures

March 11, 2011

Foundations for the Future Charter Academy (FFCA) High School Fitness Centre (the "Centre") Liability Waiver and Assumption of Risk for Student Use

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

In consideration for the use of the equipment or facilities of the Centre, I hereby agree to the following:

1. I understand that the use of the Centre and its equipment and facilities involves certain elements of hazard and risk. I understand that injuries may occur to my child while using the equipment and its facilities, and while being in the Centre.
2. I understand that the chance of my child incurring an injury can be reduced by carefully following instructions at all times and following the rules and "Conditions for Use" of the Centre (attached).
3. **Should I have any questions whatsoever with respect to my child's use of any of the equipment or facilities in the Centre, I understand that I am required to contact FFCA High School and obtain further information prior to signing this document.**
4. If I choose to allow my child to access the Centre and/or the equipment or facilities in the Centre, I understand that I bear the responsibility for any injury that may be incurred by my child due to any cause, including negligence or breach of any statutory or other duty of care.
5. I hereby agree not to bring any action - legal, equitable, or otherwise - or to make any claim of any nature whatsoever against FFCA, its officers, directors, employees, volunteers, agents, insurers, successors, assigns and any other persons involved with the organization, either directly or indirectly, for any claims for injuries or damages, including all expenses arising therefrom, which my child may suffer or incur either directly or indirectly as a result of my child's presence in, or my child's usage of the equipment and facilities at, the Centre.
6. I do hereby remise, release and forever discharge FFCA, its directors, officers, employees, volunteers, agents, insurers, successors, assigns and any other persons, either directly or indirectly, of any and all manner of actions, responsibility or liability of any nature to me for any claims for injuries or damages, including all expenses arising therefrom, which my child may suffer or incur either directly or indirectly as a result of my child's presence in, or my child's usage of the equipment and facilities at, the Centre.
7. **I MAKE THESE COVENANTS, RELEASE AND WAIVERS KNOWINGLY AND VOLUNTARILY WITH FULL KNOWLEDGE OF ANY EXISTING DANGERS IN ALL EQUIPMENT AND FACILITIES IN THE CENTRE, WHICH DANGERS I HEREBY FURTHER EXPRESSLY VOLUNTARILY ASSUME.**
8. I further make these covenants, releases, and waivers to bind myself, my executors, heirs, administrators and assigns to the fullest extent.

I have read the Release Agreement above, and I agree to be bound by its terms.

ACKNOWLEDGEMENT, PERMISSION and RELEASE (by a parent or guardian of a minor user):

Name (please print) _____

Parent/Guardian's Name _____ for _____ Student's Name _____.

Date _____

AND

ACKNOWLEDGEMENT and RELEASE (by a minor user):

Name (please print) _____

Signature _____

Date _____

Conditions of Use for the FFCA High School Fitness Centre

The following conditions must be adhered to in order to ensure the safety of both the user and the equipment.

1. You must have undergone an orientation session put on by a knowledgeable FFCA staff member to become familiar with the facility, safety concerns and equipment.
2. You must have an FFCA staff member present in the room while making use of this room and its equipment.
3. You may only consume water in the Fitness Centre.
4. You must wear proper shoes at all times.
5. You must have a spotter on free weights.
6. You must release the tension on the bikes and return the treadmill to zero incline following use.
7. You must put all weights away.
8. You must wipe down the equipment with a towel once you have finished with it.

I _____ (please print name) acknowledge that I have read and understand the above rules. I am aware that by not following these rules I maybe asked to refrain from making use of the Fitness Centre for the remainder of the school year.

Signature: _____

Date: _____

Parent/Guardian (if under 18): _____

Date: _____