



# ***Dakota Community Unit School District 201***

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Craig Mathers, Interim Superintendent  
Ginnie Cunningham, Elementary Principal  
Patty Monks, Superintendent Administrative Assistant

Jenny Keffer, Jr/Sr High Principal-Superintendent Elect  
Kevin Cline, Assistant Principal

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## **DAKOTA CUSD 201 ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY**

I \_\_\_\_\_, in consideration of the use of the property, facilities, and/or services of the Dakota CUSD 201 Weight Room ("Weight Room") hereby agree as follows:

1. **Risk Factors.** The undersigned understands and acknowledges that use of the equipment and facilities provided by Dakota CUSD 201 (the "District") and participation in group or individual exercise involves risk including but not limited to the following: risk of property damage or theft to personal items, bodily injury, including but not limited to permanent disability, paralysis and possibly death. These risks may result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.
2. **Assumption of Risk.** The undersigned voluntarily assumes all risks that may arise out of or result from the use of the equipment or facilities, and/or the services of the Weight Room, including those risks described in Section 1 above.
3. **Acknowledgement of Policies and Procedures.** The undersigned acknowledges reading and knowing all policies and procedures related to the activities, facilities, and/or equipment involved and activities to be used by the undersigned, and fully understands that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. The undersigned agrees to comply with and abide by all the rules and regulations of the District's Weight Room, including the posted hours of operation. The undersigned acknowledges that the policies and procedures may be amended at any time in the future with or without notice, and that it is the undersigned's responsibility to periodically review the then-currently posted policies and procedures and abide by them. The District reserves the right to revoke or terminate the undersigned's privileges for any violation of the rules and regulations of the Weight Room or the District or for any violation of the policies and procedures relating to the activities, facilities, and/or equipment of the Weight Room.
4. **Waiver.** The undersigned hereby waives any and all claims against the District which arising out of or resulting from the undersigned's use of the Weight Room. The undersigned further waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release.
5. **Indemnify and Defend.** The undersigned hereby releases, waives, and holds the District, the Board of Education, individual members, officers, trustees, directors, members, managers, employees, representatives, insurers and agents, and each of them (hereinafter jointly referred to as "Indemnitees") harmless from any and all claims, demands, causes of action, suits, liability, losses,

and damages, including attorneys' fees and court costs related to any property damage, property loss or theft, personal injury, death and/or other economic and non-economic loss arising from or relating to the undersigned's use of the property, facilities, and/or services of the Weight Room (collectively, the "Claims"). The undersigned agrees to indemnify and defend the Indemnitees, and each of them, from and against all Claims made by a third party to the extent arising from any negligent act or omission of the undersigned, and to the extent arising from the undersigned's breach of this agreement.

6. **Representatives.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
7. **Consent for Emergency Treatment.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
8. **Insurance.** The undersigned understands that the District does not carry participant insurance and that the undersigned will be solely responsible for any medical, health or personal injury costs relating to undersigned's use of the Weight Room. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.
9. **Jurisdiction.** This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of Illinois without regard to conflict of law principles. The parties consent to personal jurisdiction in the State of Illinois and agree that Stephenson County shall be the sole venue for any disputes between the parties arising from this agreement.
10. **Pay.** The undersigned agrees to pay for any and all personal injury and property damages caused by the undersigned negligently, willfully or otherwise.
11. **Severability.** If any term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement is held to be illegal, invalid or unenforceable, or if the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

**ACKNOWLEDGEMENT.** The undersigned has read and fully understands this agreement and realizes it relates to surrendering and releasing legal rights and does so freely and voluntarily.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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