



Fitness Center General Rules/Waiver and Release Form

For Employees & Partners/Dependents

The John Allen Fitness Center is an excellent facility provided for the health and wellness benefit of faculty and staff. As an employee benefit, faculty and staff have use of the facility outside of the general times of operation where it is an unsupervised facility and where various types of exercise equipment will be operated. It is neither recreational facility for children nor an appropriate center for extensive body building such as that required to prepare for contact sports; instead it is a fitness center where adults can go to maintain or improve their health. Everyone is asked to employ appropriate precautions when using the equipment to avoid injury to oneself or to another. We ask that all participants using the center follow the guidelines and procedures below for the safety of participants, to maintain the equipment, and to assure cleanliness of the facility.

A. General Rules for Fitness Center Use

Participants are asked to adhere to the following guidelines:

- Participants must report all injuries to Campus Safety by dialing 715-682-1399. If immediate medical attention is needed, dial 911 before reporting to Campus Safety.
- Show respect for the equipment, facility, and toward others using the center.
- Do not move or rearrange the equipment and/or exercise machines, unless otherwise permitted.
- No horseplay or loud offensive language will be tolerated.
- Use a spotter when lifting heavy weights and please do not drop or throw the weights. Keep hands and loose clothes away from weight stacks, cables, and pulleys.
- To assure that all participants are able to use the machines, please limit use of cardio machines to 30 minutes when others are waiting.
- Proper attire is required at all times: Shirts and athletic shoes must be worn. No sandals, open-toe shoes, or bare feet.
- Plastic water bottles are allowed. All other drinks, food, and glass containers are not allowed.
- The use of photographic equipment to take pictures of any person in the fitness center is prohibited without consent.
- Please wipe off equipment after use with the sanitizer(s) that is provided. Please pick up trash, towels, and personal belongings before leaving. Try to leave the center in better condition than when you arrived.
- The use of the bouldering wall is not permitted when the fitness center is not opened or not staffed.
- Consult your physician prior to undertaking exercise in the center.
- Access to the fitness center is a privilege that will be withdrawn if I do not adhere to these guidelines.

B. Hours and Availability

- ID access hours are listed at my.northland.edu/fitness.
- Employees may request an ID for spouses/partners through the Office of Human Resources by submitting a signed waiver. ID's will then be issued by the Information Technology Office.
- Northland College and the Athletics Department reserves the right to close the fitness center for special events or health emergencies. In the event this is necessary, an email notice will be sent to all faculty and staff outlining the duration of the closure.

C. Waiver and Release (Must be completed and on file prior to using the fitness center)

I, the undersigned, have read and understand the General Rules for Fitness Center Use. I acknowledge a full understanding of the inherent dangers and risks associated with the use of this facility and/or any fitness/wellness activity occurring therein.

I, acknowledge that participation in this facility is strictly voluntary and has not been requested or required by Northland College.

I, acknowledge it is recommended that I seek approval from my physician before implementing an exercise regimen, as there may be significant health risks associated with exercising. I also understand that injury or death may result if equipment is not used properly.

I, understand that in the event of accident or injury, personal judgment may be required by Northland College employees, agents, representatives, or volunteers regarding what actions should be taken on my behalf. Nevertheless, I acknowledge that Northland College and/or by Northland College personnel may not legally owe me a duty to take any action on my behalf. I also understand that it is my responsibility to secure personal health insurance in advance, if desired.

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 fitness/wellness facility activity. I acknowledge that I have either had a physical examination and have been given a physician's permission to participate in these activities, or I have decided to participate in these activities without the approval of my physician.

I understand that I may use the fitness center when it is not open and in doing so, I acknowledge an understanding that the fitness center is not supervised and I may be alone in it during those times. I represent that I know how to use the facilities and equipment and that I will use them safely.

I understand that only those who are authorized may access the fitness center and I am not permitted to share my access card or to permit access to anyone else.

I understand that spouses/partners may use the fitness center with a signed waiver. Additionally, my dependents over the age of 14 may use the fitness center with a signed waiver and are accompanied by myself during use of the fitness center.

I understand that the activities, facilities, programs, and services offered by Northland College 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 Northland College employees, agents, representatives, or volunteers 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.

In consideration for being permitted to participate in this program, and because I assume all risks involved, I hereby agree that I am responsible for any resulting personal injury, damage to or loss of my property which may occur as a result of my participation or arising out of my participation in the Fitness Center or any fitness/wellness activity occurring therein.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless NMC, its officers, officials, agents students and/or employees ("Releasees") from any and all claims, demands, damages, rights of action or causes of actions, present or future, arising out of my use or occupancy of the John Allen Fitness Center or any fitness/wellness

activity occurring therein, including any injuries arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law. I further state that I am at least eighteen (18) years of age and fully competent to sign this document; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS CONSENT AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST NORTHLAND COLLEGE FOR ANY INJURY SUSTAINED.

Printed Participant's Name (First and Last)

Signature of Participant

Date

Required for Partner and Dependent Access

Printed Employee Name (First and Last)

Signature of Employee

Date