



**OUR LADY OF THE ELMS SCHOOL
Fitness Center
WAIVER, RELEASE and INDEMNITY AGREEMENT
2023-2024**

The use of Our Lady of the Elms Fitness Center is a privilege that is extended only with permission of the Board of Trustees and no one may use the facility without signing this **WAIVER, RELEASE and INDEMNITY AGREEMENT**. Please read carefully.

I/We, _____ (Parent/Guardian), request that our child be allowed to use some or all of the activities, facilities, programs and services offered at or by Our Lady of the Elms Fitness Center. In consideration of the School's agreement to permit our child to use the services offered at the Fitness Center, we, on our own behalf and on behalf of our child, assume all risks in connection with the fitness center and release Our Lady of the Elms Schools, its employees and volunteers from all claims arising out of or related to use of the facility. Furthermore, we acknowledge that it is our responsibility to provide adequate health insurance for my child.

I/We understand that each person has a different capacity for participating in such activities, facilities, programs, and services. We are aware that some activities may be self-directed. We agree that our child's participation in any and all activities, facilities, programs and services provided by or at the Our Lady of the Elms Fitness Center is strictly voluntary and is not required by the School or Athletic Department. We further agree that our child's participation in any and all activities, facilities, programs and services provided at or by the Our Lady of the Elms Fitness Center is at our own risk. We assume any and all risk of injury, illness, damage or loss that might result.

We also acknowledge that we have been informed that the activities, programs, and services offered by Our Lady of the Elms Fitness Center are sometimes conducted by personnel who may not be licensed, certified, or registered instructors or professionals. We understand and accept the fact that the skills and competencies of some employees and/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 licenses, certified, or registered and herein employed to provide such professional services.

Finally, I/we agree that if any claim is made against Our Lady of the Elms Schools or against any of its employees or volunteers because of injury or death at the Fitness Center, that we will defend and indemnify the School.

By signing this WAIVER AND RELEASE, we acknowledge that we have read and understood its contents, and agree to be bound by the terms thereof in its entirety.

Print Parent/Guardian Name:

Parent Signature:

Print Student Name:

Grade:

Date: ____/____/____

A student must have a form on file in order to use the fitness center.