

H.H. ELLIS TECHNICAL HIGH SCHOOL

FITNESS CENTER/ WEIGHT ROOM

Liability Release, Waiver, Discharge and Covenant Not to Sue

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian, if Releasor is under 18 years of age) to the Connecticut Technical High School System (CTHSS), including H.H. ELLIS TECHNICAL HIGH SCHOOL (HHETHS) and its coaches, staff, supervisors, and administrators. As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in the use of the Fitness Center/ Weight Room, located within H.H. Ellis Technical High School, at 613 Upper Maple St., Danielson CT 06239 (the "Facility"), which I am requesting access to as of the Date of Release (undersigned) (the "Activity"). As the undersigned Releasor, I acknowledge that I am participating in this Activity voluntarily, that I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by HHETHS, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this Activity, including, without limitation, use of all cardio equipment, fitness equipment, mats, exercise balls, weight machines and free weights available at the Facility in their as-is condition and loss of or damage to any property that I may bring with me to the Facility, and, to the extent permissible by law, I release CTHSS and HHETHS and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, volunteers, agents, coaches, athletic directors, faculty, staff, administrators, assigns, and contractors (collectively, the "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to my property, (collectively "Liabilities"), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities. As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may suffer. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I affirm that: (1) I have adequate medical or health insurance to cover any medical assistance I may require and; (2) I have read, reviewed, understood and will abide by the attached policies pertaining to the use of the HHETHS fitness center/weight room, as may be subject to change, at the sole discretion of HHETHS, which will be posted at the Facility. I acknowledge that failure to follow these policies may result in the revocation of the privilege to use the Facility, which shall be determined at the sole discretion of HHETHS, the coach, athletic director or administration. I agree that this Release shall be governed for all purposes by Connecticut law, without regard to such law on choice of law. I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

_____ (Print Name of Person Using Facility if under 18)

_____ (Print Name of Person Signing this Form)

_____ (Releasor's Signature) (Parent's Signature, if Signatory is under 18)

_____ (Date)

What school are you from? (Circle one) PUTNAM HS TOURTELLOTTE MEMORIAL HS ELLIS TECH



FITNESS CENTER RULES

The fitness center is monitored by security cameras

- You must be trained by a certified staff member prior to use of the Fitness Center.
- No students are allowed in the Fitness Center without staff supervision.
- Proper workout attire and footwear is required (No jeans, ripped clothing, sandals etc.)
- No gum, food, or beverages are allowed (water bottles only).
- One person at a time may use a machine.
- When in doubt of proper usage of equipment, please consult with an instructor/coach.
- When using free weights (i.e. POWER RACK), you MUST have a spotter.
- Dumbbells are to stay in their assigned area.
- When finished using dumb bells and loose weights, return them immediately to their proper location.
- Wipe and disinfect all machines when you are done using them.
- When using spray bottles, spray into towel first, and then disinfect machines.
- NEVER wipe screens down with disinfectant solution.
- Have pride in your Fitness Center! Leave it cleaner than when you entered.

NOTE: Any misuse of equipment, horseplay, and not following fitness center rules can result in severe injury/death or permanent removal of Fitness Center privileges.

Report problems with respect to equipment to James.Barbeau@ct.gov with a description of the problem.

Thank you for your anticipated cooperation!