

ODESSA-MONTOUR Central School



FITNESS CENTER Information & Application

(Updated 10/01/08)



Odessa-Montour Fitness Center

H.A. Hanlon Elementary School

P.O. Box 430

Odessa, New York 14869

Phone (607) 594-3341

Fax (607) 594-3434

FITNESS CENTER INFORMATION

OPERATING HOURS

The Fitness Center will be open for public use on a month-by-basis depending on amount of interest. **Hours will be posted monthly.** The Fitness Center will be **CLOSED** on any school holiday, vacation periods, or school closings. Members must sign-in and out for each use of the facility. Fitness Center members will be introduced to the cardiovascular machines, circuit resistive machines, and specificity machines. A certified Supervisor must be on duty for members to use the fitness center. Memberships are accepted at the Hanlon Elementary office during school hours and also at the fitness center during open hours.

MEMBERSHIP ELIGIBILITY

Only residents of the Odessa-Montour School District can become members of the Fitness Center. Students under grade 7 are not permitted in the Fitness Center (unless a school function - P.E class). Students in grades 7-10 must be accompanied by an adult at all times.

MEMBERSHIP FEES

School district resident memberships are per person. Senior discounts are for anyone who is 60 and older. Family memberships consist of two or more people living in the same household. Odessa-Montour students are free.

School District Resident

\$20.00 – 1 month

Senior Citizen

\$15.00 – 1 month

Family Membership

20% all members

MEMBERSHIP REQUIREMENTS

- a. Attend an introduction session
- b. File a notification form
- c. File an application agreement
- d. File a physical health status questionnaire
- e. File a physical examination form (if required)
- f. Pay membership fee

CLEANLINESS AND CONDUCT

Suitable, presentable, and clean clothing in good repair must be worn by Member at all times. Dress standards should be very modest. (Gym shorts, T-shirts, sweat suits, along with clean sneakers and socks) Towels are recommended. No open toed shoes or sandals are allowed in the Fitness Center. Tight, revealing shorts or “spandex” type shorts, as well as extremely brief garments, are not allowed in the Fitness Center. Cleansing supplies will be located at each machine for member use.



Odessa-Montour Fitness Center

H.A. Hanlon Elementary School
P.O. Box 430
Odessa, New York 14869
Phone (607) 594-3341

**APPLICATION AND
MEMBERSHIP
AGREEMENT**

NAME	GENDER M F	AGE	BIRTHDATE
SPOUSE			
ADDRESS	TOWN	STATE	ZIP CODE
PHONE NUMBER			
EMAIL ADDRESS			
EMERGENCY CONTACT	EMERG. CONTACT PHONE #		

The MEMBER PURCHASES THIS AGREEMENT FROM ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT located at P.O. Box 430, 300 College Avenue, Odessa, NY 14869, (607) 594-3341. Member promises to pay the membership fee and insure that the Member is aware and follows the rules, regulations, and policies of the Fitness Center and terms of this Application and Membership Agreement. The Member is entitled to the use of any of the fitness equipment and is subject to the terms of this Membership Agreement. Member confirms that statements made in this Application and Membership Agreement are true and complete. Please initial your selection:

- | | | |
|-----------------------------------|----------------------------------|-----------------|
| <u>A School District Resident</u> | <u>B Senior Citizen discount</u> | <u>C Family</u> |
| A1 _____ \$20 / 1 month | B1 _____ \$15 / 1 month | C1 _____ 20% |

Signature of Applicant _____ Date _____

Please address payment to: **Odessa-Montour Central School**
Please mail forms and payment to:

**Christine Williams
Elementary Principal
Odessa-Montour Central School
PO Box 430
Odessa, NY 14869**



Odessa-Montour Fitness Center

H.A. Hanlon Elementary School
 P.O. Box 430
 Odessa, New York 14869
 Phone (607) 594-3341
 Fax (607) 594-3976

**PHYSICAL HEALTH
 STATUS/
 PERMISSION AND
 RELEASE FORM**

FILL IN THE FOLLOWING ITEMS COMPLETELY	
1. District: Odessa-Montour Central School	4. School: H.A. Hanlon Elementary School
2. Name of Participant:	3. Address:

Every potential participant in the Odessa-Montour Fitness Center is required to fill out this form prior to participation. This form is designed to help potential participants determine if physical activity may be inappropriate for them, or if such activity should be restricted. **The District, the School, and their employees and agents, shall have no responsibility for preventing participation and no liability for allowing participation based on the information provided in this questionnaire or otherwise.** All potential participants should consult with a physician before participating or as per District requirements. Please fill out the questionnaire carefully. The questions follow the format of the Physical Activity Readiness Questionnaire (PAR-Q) that is standard among health-care professionals.

	Yes	No
1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?		
2. Do you feel pain in your chest when you do physical activity?		
3. In the past month, have you had chest pain when you were not doing physical activity?		
4. Do you lose your balance because of dizziness or do you ever lose consciousness?		
5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?		
6. Is your doctor currently prescribing drugs for your blood pressure or heart condition?		
7. Do you know of any other reason why you should not do physical exercise?		
Risk Factor for Cardiovascular Diseases		
8. Do you currently engage in less than 30 minutes of at least moderate physical activity most days of the week?		
9. Does your family have a history of heart disease?		
10. Are you currently a smoker (tobacco smoking one or more times per week)?		
11. Do you have high blood pressure reported by a physician after repeated measurements?		
12. Do you have high cholesterol level reported by a physician?		
13. To your knowledge is there any other reason not stated here why you should not participate in a physical activity program? If yes, please explain.		
14. Are you currently taking any medications? If so, please list them.		

NOTE: If you answered yes to any of the above questions, please see your physician before continuing with this program.

 Applicant Signature

 Date

 Guardian (if under the age of 18)

MEMBERSHIP AGREEMENT

MEMBERSHIP AGREEMENT: Membership Agreement means the terms and conditions of the existing Membership contract/agreement between Odessa-Montour Central School District and the person who has applied for and purchased Membership and/or any persons for which the applicant has applied for and purchased Membership (hereinafter "Member").

MEMBERSHIP: Means the privileges of using facility located at Odessa-Montour School District, including available training, use of equipment, use of assessment equipment, and educational curriculum (hereinafter "Fitness Center"). All Members shall adhere to the terms and conditions of the Membership Agreement. Member acknowledges that at the time of signing this contract, the facility is operational and open for use.

MEMBER'S RESPONSIBILITY FOR USE OF FITNESS CENTER: In all events, Member and all guests should consult with a personal physician before use of Fitness Center's services and facilities. Member understand and acknowledges that Fitness Center and Odessa-Montour personnel have no expertise in nor responsibility for diagnosing, examining, or treating any medical condition. Member agrees that he/she shall not use the facilities with any medical condition including open cuts, abrasions, sores, infections, maladies, or inability to maintain personal hygiene, if such condition poses a direct threat to the health or safety of Member or others, and agrees to use the facilities in accordance with all applicable public health requirements. It is the responsibility of the Member to consult with a personal physician to determine if any of these medical conditions exist and, if so, whether such condition is a direct threat to the health and safety of Member or others. Fitness Center/District reserves the right to make the final determination with respect to Member's use of facilities for any condition described herein.

MEMBER'S OBLIGATIONS: Other than in the Cancellation Clause described herein, Member shall not be relieved of the obligation to make payment in accordance with this Membership, and a deduction or allowance from any payment shall not be made by reason of the absence or withdrawal of Member from the facilities or by reason of Member's failure to use the facilities. Members promise to pay the fee and ensure that the Member is aware of and follows the rules, regulations, and policies of the Fitness Center and terms of this contract. The Member is entitled to use the Fitness Center subject to the terms of this contract. Member confirms that statements made in this contract are true and complete. Member acknowledges that the number of Members using the fitness facility at any time may fluctuate greatly and may result in delays. Facilities may be improved or changed including expanding or opening new facilities, alternating days on which certain Members may use certain facilities or closing facilities that are no longer adequate. Any and all facilities, equipment, locations, hours, services, and regulation and policies are subject to change at the discretion of the Fitness Center/District.

CANCELLATION CLAUSE: In the event the Fitness Center closes, the Fitness Center will refund to the Member, if Membership Fees were paid in advance, a prorated share of time Membership cost, based in the unused Membership time remaining, from the following month the end of the Membership Contract. All other month-to-month agreements may be cancelled at any time upon obtaining a Cancellation Receipt. These month-to-month Membership Agreements are non-refundable upon signing the Membership Agreement and refunds will not be issued.

I HAVE READ THE CANCELLATION CLAUSE. _____

WAIVER AND RELEASE: You (Member; each Member and all guests) agree that if you engage in any physical exercise or activity or use any club facility on the premises, you do so at your own risk. This includes, without limitation, your use of parking area, sidewalk, or any equipment in the Fitness Center and your participation in any activity, class program or instruction. You agree that you are voluntarily participating in these activities and using these facilities and premises and assume all risk of injury, illness, damage or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heir, executives, administrators, agents, and assigns) to release and discharge Fitness Center (and our affiliate's employees or volunteers, agents, representatives, successors, and assigns) from any and all claims or entries of action (known or unknown) arising, including, any claim for negligence on the part of the Fitness Center. This Waiver and Release of liability includes, without limitations, injuries which may occur as a result of: (1) your use of any exercise equipment or facilities which malfunction and break; (2) any improper maintenance of any exercise equipment or facilities; (3) any negligent instruction or supervision; (4) your slipping and falling while in the facility or on the premises. The parties hereby agree that the consideration for this waiver and release is lower Membership price than it otherwise would be if Member did not grant this waiver and release.

YOU ACKNOWLEDGE THAT YOU HAVE CARFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. YOU ARE WAIVING ANY RIGHT THAT YOU MAY HAVE TO BRING LEGAL ACTION TO ASSERT A CLAIM AGAINST ODESSA-MONTOUR FITNESS CENTER FOR NEGLIGENCE. I HAVE READ THIS WAIVER AND RELEASE CLAUSE.

WAIVER AND RELEASE CLAUS: _____

ASSUMPTION OF RISK AND RISK OF ACCIDENT: Member (Member includes all persons who are members under this and any other Membership Agreement) represents that Members is covered under Member's own insurance policies to cover any personal injuries to them personally or which they may cause to others while in the Fitness Center. Member agrees to deal directly with Member's own insurance carrier on any claim. Member acknowledges that the Membership cost reflects the savings due to the fact that Members provide their own insurance. **ANY PERSON USING THE FITNESS FACILITIES EQUIPMENT DOES SO AT THEIR OWN RISK.** It is further agreed that all exercises including the use of weights, number of repetitions, and use of any and all machinery, equipment, and apparatus designed for exercising shall be at Member's sole risk. Notwithstanding any consultation and exercise programs which may be provided by the Fitness Center employees or volunteers, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be Member's entire responsibility and the Fitness Center shall not be liable to Member for any claims, demands, injuries, damages, or actions arising due to injury to Member, their person, or property arising out of or in connection with the use by Member or on either of their behalf for such injuries or claims aforesaid. Member shall also examine each piece of equipment prior to use and refrain from use and report the same to the Fitness Center Certified Fitness Instructor (hereinafter "Fitness Instructor"). If there is any indication that the equipment has been subjected to abuse damaged, or is in unsafe or potentially dangerous condition, Member has a duty to exercise care for the protection of themselves and other members while using the Fitness Center. If any accident is caused by defect on faulty design of equipment, the injured party will direct any claim against the manufacturer holding Fitness Center harmless and subrogate their rights, if any, to Fitness Center. Member, if injured, or Member's representative if Member is unable to do so, must complete, sign, and deliver an accident report within seventy-two (72) hours of the time of occurrence. As to overextension stresses, and Member's own physical condition and any other concerns, Member will seek professional advice, or, Member assumes the risk of proceeding without such advice in all events. Member represents that he/she has read and agreed to abide by the rules and regulations of the Membership Agreement of the Fitness Center. Member agrees to report any violation of the rules and regulations by other Fitness Center users to employees or volunteers. Notwithstanding the fact that every Fitness Center user has agreed to abide by the rules and regulations, Member recognizes that Fitness Center employees or volunteers cannot monitor every Member for violation of the rules. Fitness Center shall not be liable to Member for any claims, demands, injuries, damages, or actions arising due to breach of the Fitness Center rules by other Fitness Center Members or users or any other conduct Fitness Center Members or users. Failure of Member to comply with this agreements, its terms and conditions or any rule or regulation, shall be cause for revocation of Membership without notice and liability for refund. As the parent or guardian of any Minor(s) listed in this agreement (individual and collectively "Member"), I make and enter into each and every representation, waiver, release, and indemnity described above on behalf of myself and Minor Member and any other parent or guardian of the Minor, intending that they be binding on me, the Minor and our respective heirs, executors, administrators, and assigns. I intend to give up my right, the Minor Member's right, and the right of any other parent or guardian to maintain any claim or suit against Fitness Center arising out of the Minor Member's use of Fitness Center's facilities, equipment, or participation in its programs. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE REPRESENTATIONS, WAIVERS, AND RELEASES and I agree to indemnify Fitness Center for all liability arising out of any lack of authority on my part to make such waivers and releases. **I HAVE READ THE ASSUMPTION OF RISK AND**

RISK OF ACCIDENT CLAUSE._____

HOURS: The hours of operation shall be posted on the premises. Hours and days of operation shall be subject to change at the sole discretion of the Fitness Center.

FITNESS CENTER ACCESS: All members upon entering the Fitness Center will be required to check-in with a Fitness Instructor. Check-in includes supplying the current method of identification (identification method may vary from time to time). Unauthorized use of Membership or facilities may subject user and/or Member to civil and/or criminal penalties.

MAINTENANCE OF FACILITIES: The facilities may be temporarily closed for periods of up to two weeks each year for maintenance purposes. Should the facilities be unavailable for Member's use at any other time, due to damage by fire, act of God, catastrophe, accident, or any other reason, the Membership term will be extended for a period equal to the time of such unavailability.

CLEANLINESS AND CONDUCT: Suitable, presentable, and clean clothing in good repair is to be worn by Member at Member's own expense. In the exercise area, such would include gym shorts and T-shirt or sweat suits for men and shorts, tank, and sweat suits for women, together with clean sneakers and socks. No sandals or open shoes are allowed. No gym bags are allowed in the exercise area. Glass containers and food are not allowed anywhere. Members should conduct themselves in such a manner that will prevent the facility from being damaged, its cleanliness diminished, in any way interfere with the attitude of promoting health in the facilities. Negative attitude, threats, fights, or disruptive conduct will not be tolerated.

NO FOUL LANGUAGE: Foul language will not be tolerated. **Posted rules and regulations:** Reasonable rules and regulations may be posted from time to time regarding health, protection, or safety of Members, and all Membership Agreements shall be subjected to strict compliance therewith.

VIOLATIONS: Failure by Members to comply with this contract or any rule or regulation shall be cause for revocation of Membership without notice and without any liability for refund.

I HAVE READ THE MEMBERSHIP AGREEMENT _____ **DATE** _____

NOTIFICATION

The Odessa-Montour Central School District permits members of the public to use its athletic facility fitness center for exercise in accordance with rules established by the Board of Education. The District requires each user of the equipment participate in a program of appropriate instruction from a trained person before using any equipment.

While District personnel will be present, the District does not provide one-on-one supervision of those using the equipment. Users assume the risk of injuries.

Physical injuries are inherent in the nature of fitness center activity. While an introduction to the machines will be provided, each member of the public who uses the equipment is responsible for his or her own use.

Users must also abide by the Board policies and by the directions of the supervision of the fitness center.

I ACKNOWLEDGE RECEIPT AND READING OF THIS NOTIFICATION.

(Date)

(Name)

(address)