

**2022-2023 Braymer C-4 Wellness Center**  
**Individual Facility Usage Agreement**  
**And**  
**Acknowledgment of Risk/Complete Waiver of Right to Sue**

Name: \_\_\_\_\_

Last

First

MI

Date of Birth

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Number & Street City State Zip

Mobile Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**\*IMPORTANT - PLEASE READ ENTIRE AGREEMENT\***

**A. Facility Usage and Term**

1. By applying to use the Braymer C-4 Wellness Center (“Wellness Center”), I agree to exercise care in protecting District equipment and to prevent damage to District equipment. I understand that District equipment cannot be removed from District property. In the event that I cause damage to District property, I agree to reimburse the District for the repair or replacement of the equipment at the District’s discretion.

2. I understand that use of the Wellness Center is restricted to residents living within the boundaries of the Braymer C-4 School District. In the event that I relocate out of the District, I will notify the District and turn in my Access Card(s) to the District Office.

3. I understand that this application is for use of the Wellness Center during the 2022-2023 school year only, and continued access to and use of the Wellness Center beyond that will require reapplication.

**B. Access Card**

1. Each family will receive one access card free of charge. I understand the District requires payment of a \$5.00 fee for each additional card requested.

2. I understand that access cards will be deactivated following the close of the 2022-2023 school year and can only be reactivated by signing a new agreement for the following school year.

3. I understand that all fees charged by the Braymer C-4 School District are necessary to pay for my use of the Wellness Center, but do not result in a profit to the District.

4. If I fail to pay, I understand that upon written notice, the approval of this facility usage agreement may be revoked.

### **C. General Rules**

I acknowledge receipt of the Braymer C-4 Wellness Center Rules and Regulations. I understand that the Rules and Regulations are applicable to my use of the Wellness Center. I further understand that the Rules and Regulations may be modified at any time, and I will be notified of any such changes. My continued use of the Wellness Center, after receiving notice of any modifications, will represent my agreement and understanding of those modifications. I agree to fully comply with the Rules and Regulations and understand that my use of the Wellness Center may be immediately terminated, at the discretion of the District, if I fail to follow the Rules and Regulations.

### **D. Termination**

1. I understand that I may terminate this Agreement by giving written notice delivered to the Braymer C-4 District Office.

2. I understand that the District may terminate this Agreement at any time with the giving of written notice if I violate the rules of the Wellness Center or District policy.

3. I understand that the District may terminate this Agreement at any time if in the best interests of the District. In the event that the District terminates this Agreement, I will receive written notice of the effective date of termination.

### **E. Acknowledgments**

1. The Wellness Center's primary purpose is to provide educational opportunities to students of the Braymer C-4 School District and to serve as a benefit of employment for employees of the Braymer C-4 School District.

2. My use of the Wellness Center is incidental and subservient to the primary purposes stated above and is contingent on the approval of this facility usage agreement. My use is also subject to the rules and policies established by the Braymer C-4 School District.

### **F. Waiver and Indemnification (IMPORTANT – PLEASE READ)**

In consideration for being allowed to utilize the Wellness Center, I acknowledge and agree as follows:

1. Participation in the use of the Wellness Center carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My use of the Wellness Center is a voluntary activity in all respects, and I assume all risks of injury and illness that may result from such use.

2. I warrant and represent that I am physically able to engage in active or passive exercise, and that it will not be detrimental or adverse to my health, safety, or physical condition if I engage or participate in such exercise.

3. I acknowledge and agree that the Braymer C-4 School District will rely on the foregoing warranty in giving permission to me to use its Wellness Center, and that the District shall have no obligation to perform a fitness assessment or similar testing to determine my physical condition.

4. I am not relying on any advice or directive provided by the Braymer C-4 School District to determine whether I am physically able to utilize the Wellness Center. I am not aware of any physical or mental condition that would result in potential injury while utilizing the Wellness Center. I understand that it is my responsibility, and not that of the Braymer C-4 School District, to access any necessary medical treatment while using the Wellness Center.

5. As the guest, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss which I may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with my use of the Wellness Center. I acknowledge that participation in and use of the Wellness Center is voluntary. I agree that **NO WARRANTIES** are being extended to me with respect to the use of the Wellness Center.

**6. I DO HEREBY FULLY RELEASE AND DISCHARGE THE BRAYMER C-4 SCHOOL DISTRICT, ITS BOARD OF EDUCATION MEMBERS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AGENTS, INSURERS AND REPRESENTATIVES, (COLLECTIVELY THE “RELEASED PARTIES”) FROM ANY AND ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION FROM INJURIES OR ILLNESS (INCLUDING DEATH), DAMAGES OR LOSS (ECONOMIC AND NON-ECONOMIC) WHICH I MAY HAVE OR WHICH MAY ACCRUE TO ME ON ACCOUNT OF THE USE OF OR PARTICIPATION IN ALL ACTIVITIES UTILIZING THE WELLNESS CENTER. THIS IS A COMPLETE AND IRREVOCABLE RELEASE AND WAIVER OF LIABILITY. SPECIFICALLY, AND WITHOUT LIMITATION, I HEREBY RELEASE THE RELEASED PARTIES FROM ANY LIABILITY, CLAIM, OR CAUSE OF ACTION ARISING OUT OF THE RELEASED PARTIES’ NEGLIGENCE, WHETHER EXISTING AT THE TIME OF EXECUTION OF THIS AGREEMENT OR IN THE FUTURE. I COVENANT NOT TO SUE THE RELEASED PARTIES FOR ANY ALLEGED LIABILITIES, CLAIMS, OR CAUSES OF ACTION RELEASED HEREUNDER.**

7. I further agree to indemnify and hold harmless the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss (economic and non-economic), including, but not limited to attorneys' fees, sustained by me or caused by me to others arising out of, connected with, or in any way associated with, the Wellness Center.

8. The Released Parties are not responsible for any loss or theft of personal property brought to or left at the Wellness Center, and I release the Released Parties from any liability for such loss or theft.

9. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Missouri, and if any portion hereof is invalid, it is agreed that the balance shall continue in full legal force and effect.

10. The District preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of sovereign or governmental immunity by whatever name as set forth in MO. REV. STAT. § 537.600 *et seq.*

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I acknowledge that I must revoke this agreement in writing. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

**BY SIGNING THIS AGREEMENT, YOU ARE WAIVING YOUR RIGHT TO SUE THE DISTRICT FOR ANY AND ALL INJURIES INCURRED WHILE USING THE WELLNESS CENTER, INCLUDING THOSE INJURIES CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT. IF YOU HAVE NOT DONE SO, PLEASE READ THE ENTIRE AGREEMENT.**

Guest 1 Printed Name: \_\_\_\_\_

Guest 1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guest 2 Printed Name: \_\_\_\_\_

Guest 2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Children's Printed Names: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*For Office Use Only*

Request for use is:

- Granted as requested on this application.
- Granted with the following alterations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Denied.

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Signature of Superintendent/Designee

Date

Braymer C-4 School District