

**NORTH READING HIGH SCHOOL
FITNESS CENTER
CONSENT AND RELEASE AGREEMENT**

I, _____, a student at North Reading High School (the “School”), would like to use the Fitness Center (the “Center”) at the School before, during and/or after School hours. I have reviewed the training video provided to me by the School and have received instruction on proper use of the Center by my teacher/coach/Fitness Center Manager. I have read and understand the Center’s protocols, and agree to comply with all applicable protocols.

In exchange for the School’s agreement to allow _____ to utilize the Center, the named student and his/her parent(s) / guardian(s) agree as follows:

Student and Parent(s) / Guardian(s) understand that there are certain risks inherent in the Center’s use. Student and Parent(s) / Guardian(s) understand those risks and have been given the opportunity to ask questions about the Program and travel to and from the Program. Student and Parent(s) / Guardian(s) understand that the School does not require student to use the Center off hours. Student and Parent(s)/Guardian(s) desire to use the Center and assume the risks associated with the same, as set forth in this Consent and Release Agreement.

Student and Parent(s)/Guardian(s) understand and agree that the School cannot assume responsibility for all or certain activities of the Student. The Student and Parent(s)/Guardian(s) represents that Student is aware of his personal medical needs and hereby assures the School that he/she has consulted with a medical doctor, as he/she may have deemed necessary, with regard to any personal needs of the Student. Student and Parent(s)/Guardian(s) represent and warrant that Student is covered by a comprehensive health and accident insurance, providing coverage for injuries and illnesses, and that this coverage will be maintained during the time that Student uses the Center. Student and Parent(s)/Guardian(s) understand and agree that if Student requires hospitalization or other medical treatment as a result of the Student’s use of the Center, the School cannot and does not assume any legal responsibility for payment of any costs associated with such hospitalization or medical treatment. Student and Parent(s)/Guardian(s) release the School and the Town of North Reading and its School District, the School’s teachers, staff employees, agents and chaperones from all responsibility and liability for any injuries, illnesses, claims, damages, charges, bills and/or expenses Student and Parent(s)/Guardian(s) may incur as a result of Student’s use of the Center.

Student and Parent(s)/Guardian(s) understand and agree that the School reserves the right to decline to allow Student access to the Center at any time should Student's behavior impede the Center's operations or the rights or welfare of any person. Further, Student and Parent(s)/Guardian(s) understand and agree that if Student violates any School policy or procedure or the regulations of the Center, the Student may be denied use of the Center.

In exchange for the opportunity to use the Center, Student and Parent(s)/Guardian(s) assume all risks in connection with Student's use of the Center. Student and Parent(s)/Guardian(s) release the School, the Town of North Reading and its School District, and the agents, employees, chaperones and representatives of the School, the Town of North Reading and its School District, individually and in their official capacities (together, the "Releasees") from any and all liability for any personal injury, death, or damage to personal property (including total loss) in connection with Student's use of the Center. Student and Parent(s)/Guardian(s) agree to indemnify, defend and hold harmless the School and/or any of the Releasees from any and all claims, or causes of action, including liability, losses, damages, judgments or expenses, including, but not limited to attorney's fees, that they or any of them incur or sustain in connection with Student's use of the Center. Student and Parent(s)/Guardian(s) understand that this indemnification and hold harmless obligation applies to any and all claims against the School or any of the Releasees. Student and Parent(s)/Guardian(s) also understand and agree that the provisions of this paragraph shall apply to Student, his/her family, his/her estate, and to all student heirs.

Student and Parent(s)/Guardian(s) agree that this Consent and Release Agreement is to be construed under the laws of the Commonwealth of Massachusetts. If any portion is held to be invalid, the balance shall remain in full force and effect.

I have read this statement in its entirety. I understand its terms and agree to be legally bound by it.

Student's Name (Please Print)

Parent/Guardian Name (Please Print)

Student's Signature

Parent/Guardian Signature

Date of Signature

Date of Signature