

WEIGHT ROOM WAIVER

9th-12th Graders Only

(Waiver of Liability, Assumption of Risk, and Indemnity Agreement)

Student's Name (Please Print): _____

Waiver: In consideration of permission to use, today and on all future dates, the weight room equipment of Logos School, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Logos School, from liability from any and all claims including the negligence resulting in personal injury, accidents or illnesses (including death), and property loss arising from using the weight room.

Assumption of Risks: Weight lifting, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I recognize that as the parent/guardian of my child I am fully responsible to teach proper lifting technique to him/her, and that I am responsible to ensure that safe lifting practices are followed. The specific risks vary from one activity to another, but the risks in the weight room range from:

- 1) minor injuries such as scratches, bruises, and sprains
- 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, concussions and broken bones
- 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in weight training. I hereby assert that my child's participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Logos School HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at Logos School and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Idaho and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Cleaning: All students that use the weight room are responsible to leave it "better than they found it" including organizing the free weights and cleaning the floor as well as participating in a thorough weight room cleaning at least once a week. I will cheerfully do my part in the assigned cleaning responsibilities.

Conduct: I understand that my permission to use the weight room is dependent upon my conduct. I am committed to conducting myself in a mature manner without a hint of horseplay or foolishness in the weight room. I fully understand and agree that if my conduct is not exemplary, I will lose the privilege of lifting. I also understand that I must have a spotter in the room at all times while I am lifting.

Acknowledgment of Understanding: 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 the 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.

Signature of User - Date

Signature of Parent/Guardian - Date