



Dear Parents and Students,

In order for students to use the Cardio Room, Weight Room, or Climbing Cave during the 2010-2011 school year, the following must occur:

1. Parents and students must sign a Hold Harmless agreement and Acknowledgement of Risks form
2. Students must sign an Acceptable Use policy
3. Students must be trained in the proper use of the equipment (Randy Judycki Climbing Cave - Eric Stanchfield Cardio and Weight Rooms)

Attached you will find the Hold Harmless agreement, Acknowledgement of Risks form, and Acceptable Use policy necessary for students to use these facilities. Please read, sign, and return at your earliest convenience.

Students will then only need to complete their training in order to be cleared to use the equipment. This can be arranged with Mr. Judycki and/or Mr. Stanchfield upon returning to school.

If you have any questions, please contact me at knorris@dunnschool.org or (805) 686-0609.

Sincerely,

Kenda Norris

Assistant Athletic Director
Dunn School

**Acceptable Use Policy for Cardio Room, Weight Room,
and Climbing Cave
2010-2011**

The following must occur prior to a student using the cardio, weight rooms/climbing cave:

4. Parents must sign a hold harmless agreement
5. Students must sign an acceptable use policy (this form)
6. Students must be trained in the proper use of the equipment (Randy Judycki Climbing Cave - Eric Stanchfield Cardio and Weight Rooms)

Students using these facilities must:

Utilize the sign-in/sign-out sheet when they enter/exit the facility

At minimum, two students must be present at all times – the buddy system – Climbing Cave limited to 8 students.

Use the equipment in a proper and safe manner and only for the purpose for which a specific piece of equipment is designed.

Every person using the fitness equipment agrees to clean the equipment after use

Students will be permitted to use the Cardio and Weights rooms from 6:30 a.m. until the beginning of school & from 3:15 until 9:00 p.m. on weekdays (Sunday – Thursday) and open on the weekend until 10:30 p.m.

The Climbing Cave will be open from 3:15 p.m. until 9:00 p.m. on weekdays (Sunday - Thursday, and open on the weekend until 10:30 p.m.

The Cardio Room

Students and faculty may reserve one of the fitness machines by signing the clipboard associated with a specific piece of equipment. A time limit of 30 minutes is applicable to all equipment in the cardio room.

Weight room – free weights, with the exception of the small/lighter dumbbells – less than 50 lbs, may only be used with adult supervision

Climbing Cave – there is a time limit of one hour if other students/faculty are waiting to use the facility.

Food is not permitted in any of the facilities. It is expected that all people using the facilities will maintain the cleanliness of the rooms and remove any/all materials – trash, clothing, etc. that is brought into the room

Faculty may use the room without another adult/student present.

Acceptable use Agreement: I, _____ (student) agree to follow all of the policies noted above. Failure to comply with this agreement will result in my inability to use the cardio & weight rooms and/or the climbing cave.

Hold Harmless Agreement

Facility Use: Indemnifications; Hold Harmless & Waiver of Rights of Recovery Agreement

In Consideration Dunn School entering into this facility use agreement with _____ (parent applicant) and as a condition of said agreement applicant agrees to forever indemnify, defend and hold harmless Dunn School from and against any and all claims, suits, actions, costs, expenses, judgments or decrees, demands of liability, loss or damage, including attorney’s fees, whether direct or consequential, on account of any loss, damage to any person or persons or property (including without limitation) all officers, agents and employees of applicant and Dunn School and all property (regardless of who may be the owner of the property), arising in whole or in part or in any way from any act, omission, event or work in any way connected with or relating to applicant. The defense of any such claims, suits and demands shall be by attorneys acceptable to Dunn School and the fees and expenses for such attorneys and other necessary expenses incurred with any action or defense necessary to protect itself paid by applicant.

This Hold Harmless Agreement covers _____ (student name) with respect to use of the Dunn School Cardio Room, Weight Room, and/or the Climbing Cave without direct adult supervision. Students must receive training from the Dunn School staff with respect to proper use of the equipment in these rooms, and sign and Acceptable Use Form indicating their intent to comply with all rules and regulations with the respect to the above mentioned facilities.

Finally, it is understood and agreed that the applicant hereby agrees to hold harmless and waive rights of recover from the school and its employees, officers or agents for any damage to or loss of personal property of applicant.

Facility to Use: Cardio Room and/or Weight Room and/or Climbing Cave

Accepted by Applicant:

Accepted by Dunn School:

Parent Signature Date

Signature Date

Student Signature Date

ACKNOWLEDGEMENT OF RISKS

Name of Applicant: _____

Activity: Gym Use, Weight Room, Cardio Room, Climbing Cave

The Undersigned acknowledges that Dunn School has informed them that this activity is not without risk. Certain hazards and risks are inherent in utilizing the Dunn Gym. These inherent risks are some of the same elements that contribute to using any gym but can be the cause of destruction, loss or damage to equipment or other personal property, or personal injury, illness, suffering, or in extreme cases, permanent trauma or death. Dunn School does not want to frighten the student or reduce the applicant’s enthusiasm for this gym activity, but believes it is important for the Undersigned to know in advance what to expect and to be informed of the inherent risks.

The Undersigned acknowledges that engaging in any gym sports activity may require a degree of skill and knowledge and that the applicant has responsibilities as a participant.

The Undersigned certify that the applicant is fully capable of participating in any gym activity. The Undersigned represents that the applicant is in good health and physically fit and has not been advised by a physician not to participate in arduous physical activities. The Undersigned knows of no reason, health- related or otherwise, why the applicant is not capable of participating in the facilities use as described above. The Undersigned accepts full responsibility for any injuries or illnesses that the applicant may suffer during the use of this facility, including, but not limited to, those resulting from any pre-existing medical condition.

The Undersigned fully understand and appreciate the risk of injury, illness, property loss or theft, and even death inherent in using the above facility. It is further understood that unforeseen circumstances may arise for which Dunn School shall not be held responsible.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THIS ACTIVITY, THE UNDERSIGNED ASSUMES ALL RISKS AND ACCEPTS FULL RESPONSIBILITY SURROUNDING THE STUDENT’S PARTICIPATION IN THE ACTIVITIES, THE TRANSPORTATION RELATED TO THE TRIP AND ANY ACTIVITIES UNDERTAKEN AS AN ADJUNCT THERETO, WHICH RISKS AND RESPONSIBILITY INCLUDE FOR BODILY INJURY, DEATH OR LOSS OF OR DAMAGE TO PERSONAL PROPERTY AND EXPENSES AS A RESULT OF THOSE INHERENT RISKS AND DANGERS IDENTIFIED HEREIN AND THOSE INHERENT RISKS AND DANGERS NOT SPECIFICALLY IDENTIFIED, OR AS A RESULT OF THE STUDENT’S NEGLIGENCE IN PARTICIPATING IN THIS ACTIVITY, AND THE UNDERSIGNED SHALL NOT HOLD OR ATTEMPT TO HOLD DUNN SCHOOL RESPONSIBLE THEREFORE.

The Undersigned have carefully read, clearly understand and accept the terms and conditions stated herein and acknowledge that this Participant’s Acknowledgment of Risks shall be effective and binding upon each of the Undersigned, our respective heirs, assigns, personal representatives, estates and for all members of the applicant’s family.

Participant warrants that he/she is of legal contractual age.

Parent Signature Date

Student Signature Date