VILLAGE OF CHATHAM FITNESS CENTER

INFORMATION, RULES AND POLICIES

- All employees, elected officials and their immediate family members are allowed to use the Village of Chatham Fitness Center at any time. Employees and elected officials are responsible for compliance by their family members with these rules.
- Guests are prohibited.
- The Fitness Center is under constant video surveillance, including videotaping. ALL PERSONS ENTERING THE FITNESS CENTER CONSENT TO SUCH VIDEO SURVEILLANCE.
- All children under the age of 16 shall be accompanied at all times by a parent or guardian.
- The use of alcohol, tobacco products, or controlled substances is prohibited within the Center.
- All users agree to follow all posted rules, if a user observes horseplay or damage to a machine by another user, he or she shall report the incident immediately to the Village of Chatham.
- All free weights and dumbbells shall be re-racked and put away after use.
- Users are responsible for cleanliness of the Fitness Center, and shall clean up after themselves. Street shoes and boots shall not be worn in the workout area.
- The Village of Chatham reserves the right to close the Fitness Center at any time in its sole discretion.
- When exiting the building, users shall ensure that windows are closed, door is secure, and all lights are turned off.
- Users experiencing injury, illness or threat to personal security, or otherwise needing assistance, should call Chatham Dispatch at 217-483-2456.
- The Village of Chatham reserves the right to eject any person for violation of the Fitness Center rules and policies. Violations can also result in loss of privileges of the Fitness Center for an employee and the employee's family at the discretion of the Village.
- All users shall execute a release and indemnity agreement in the form required by the Village.
- These rules are subject to change without notice in the discretion of the Village.

I have read the above rules for the Village of Chatham Fitness Center and agree to abide by them at all times or I will lose the privileges of using the Fitness Center.

User Name:_____ Date:_____

Employees, officials and their immediate family members may get a copy of the Fitness Center rules and release at any time at the Village of Chatham located at 116 E. Mulberry, Chatham, IL 62629. Business hours are 7:30 to 4:15 Monday through Friday, and closed on holidays.

RELEASE AND INDEMNITY AGREEMENT

In consideration and as a condition of using the Village of Chatham Fitness Center, or permitting family members to use the Fitness Center, the undersigned person ("User"), agrees that he or she is aware of the risks inherent in being present in the Fitness Center and in using exercise equipment and accepts such risks. User further agrees as follows:

1. User represents and agrees that User, all family members and significant others using the Fitness Center are in good physical condition and do not suffer from any disability that would significantly prevent or limit participation in any activity available at the Fitness Center.

2. User represents and agrees that User and all family members using the Fitness Center have and shall maintain a policy of medical insurance covering injuries sustained while in the facility and agrees to provide the Village of Chatham with proof of insurance on request.

3. User, for himself or herself and on behalf of all family members using the Fitness Center, hereby releases and discharges the Village of Chatham and its present, former and future officers, employees and agents, (together referred to as the "Village Parties") from any and all claims and liability resulting in whole or in part from User's or User's family members' presence in or use of the Fitness Center, including but not limited to premises liability and liability for death, personal injury and injury to property, and irrespective of any fault of the Village Parties;

4 User shall indemnify, save and hold the Village of Chatham and Village Parties harmless from any loss, liability, damage, or costs (including attorneys fees incurred in defending any claim) arising in whole or in part from User's or User's family members' presence in or use of the Fitness Center, irrespective of any fault of the Village Parties.

5. Injuries that occur in the Fitness Center are not considered for any purpose as injuries arising in the course of employment. If User is an officer or employee of the Village, User acknowledges and agrees that User's presence in or use of the Fitness Center, irrespective of whether User's use thereof occurs while User is in compensated "on call" status: (a) is not required or requested by the Village as a term and condition of employment or the office, (b) is not any part of User's job responsibilities or duties of the office; (c) is undertaken for User's benefit and not for the benefit of the Village.

6. This agreement shall be construed according to Illinois law and is intended to be as broad and inclusive as is permitted under Illinois law; if any portion hereof is held invalid, the balance shall continue in full legal force and effect.

7. This agreement is binding on User's personal representatives, heirs, assigns, next of kin, and all family members using the Fitness Center with User's permission. The Village may require family members to execute separate releases.

8. User has read and voluntarily signs this agreement, and further acknowledges that this is the entire agreement between the parties with respect to its subject matter, and that any oral representations, statements or inducements apart from this written agreement are expressly disclaimed.

_____ _____

Signature Date

Print name and address: _____

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