

*(Name of State Agency)*  
**FITNESS ROOM USE AGREEMENT**

USER:

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Contact Person:

Phone #:

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Fitness Room Location:

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The *(Name of State Agency)* (hereinafter, Agency) will allow User and those authorized by User as Participants to use the fitness room described above.

**Conditions of use (Insert your own, the following are examples):**

- User and Participants will limit use of the fitness room to Weekdays between 11 am and 1 p.m. and 5 to 7 p.m. beginning January 2, 1900. Agency may terminate use of premises at any time without advance notice.
- User agrees to abide by the following rules.
  - Not serve nor bring alcoholic beverages onto agency premises.
  - Maintain premises in good condition.
  - Pay a fee of \$\_\_\_\_\_. (per week/month)
  - Not hinder foot or vehicle traffic on premises nor block any fire exits.
  - Restrict use of fitness room to aerobics, stretching exercises, yoga...
  - Not allow unauthorized persons to accompany any participant, use premises or equipment at any time.
  - Not allow minors to accompany any participant or use premises or equipment at any time.
  - Require each participant to sign a release agreement and keep such agreement on file for period of 1 year after this agreement ends.
  - Require each participant to sign an activity log upon arrival to and departure from fitness room.
  - Turn off lights, motorized equipment, and close and lock all doors and windows at end of each use period.
- User agrees to be responsible for any physical damage or loss to premises, except for ordinary wear and tear, caused by User or User's participants.
- Agency shall allow User to store the fitness equipment described on the attached exhibit in fitness room. User agrees to assume responsibility for the maintenance, care and safe operation of or damage or loss to such equipment.

**Indemnity and Waiver.** User, individually and on behalf of each Participant, shall indemnify, defend and hold harmless, the State, agency, its officers, agents and employees from all claims, suits or actions of any nature arising from the use of the fitness room by User or User's participants. User shall obtain at User's expense and keep in effect during the term of this agreement, General Liability insurance covering bodily injury and property damage. This insurance shall include contractual liability coverage for indemnity provided under this agreement.

User and Each User Participant agrees that they use the fitness room at their own risk and are not employees of the Agency nor paid by the Agency during the time they use the fitness room.

User and each User Participant understands there is risk of injury in participating in the use of the fitness room and equipment therein. By signing below, User, individually, and on behalf of each participant in User's group understand this assumption of risk and agree to the conditions listed above.

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Authorized Agency Signature

Date

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Authorized User Signature

Date

**Change (*italicized*) information to name of sponsor and/or agency.**

(6/99)