



ID# _____

KIMBALL FITNESS CENTER

616 E. Second St. · Kimball, NE 69145 · (308) 235-3639

FACILITY POLICIES/AGREEMENT AND RELEASE OF LIABILITY

Kimball Fitness Center (KFC) members must abide by all policies in order to use the fitness facility. Violators are subject to removal and suspension from facility.

The KFC is administered through the City of Kimball. Our goal is to provide a safe, secure, positive and enjoyable workout environment for all users of the recreation facilities. Thus, the following policies have been developed to support a healthy, safe and secure facility, and we rely on our members to help us achieve this goal.

FITNESS CENTER ACCESS

- KFC allows access 24 hour, 7 day a week, 365 days a year.
- Use of this facility is for only paid members, listed on the contract.
- Access shall not be given to another individual. Any member giving access to a non member shall forfeit their membership and membership fee.
- KFC will issue one membership card to provide access to the building using a keyless entry system. Lost or damaged cards must be replaced, members will be charged \$5.00 to replace card.
- The minimum age for a membership is 14 years of age. **No one under the age of 14 is allowed, under any circumstances, in the KFC.** All persons age 14-19 must have their parents or guardian co-sign a Facility Policies/ Agreement/Release of Liability.

USE OF FACILITY AND EXERCISE EQUIPMENT

- All members of the KFC are fully responsible for being aware, understanding and adhering to KFC Policies. By using the facilities, you acknowledge that you, and your family, have read and will comply with the rules and regulations of the facilities.
- Lift and exercise at your own risk. KFC is not responsible for any injury that may occur to individuals participating in any exercise activity. Participation in exercise activity is on a voluntary basis. Using a spotter is recommended.
- Equipment cannot be removed from the fitness center, at anytime.
- Equipment cannot be moved by any member without authorization from the KFC Director, or their designee.
- Only equipment belonging to KFC is allowed onto the property.
- Cardiovascular equipment use is limited to 30 minutes when people are waiting.
- Do not drop or throw weights.
- Use of chalk is not permitted.
- Users must return bars/weights/dumbbells and accessories to their proper place/rack immediately after use.
- Weight plates are not to be leaned against equipment and machines.
- Weight belts are not allowed on exercise equipment where the belt buckles make contact with the upholstery.
- Please observe weight room etiquette and demonstrate courtesy towards others at all times.

Member Initials _____

- Request permission to "work in" between sets, and allow others the same courtesy when using strength training equipment. Please do not sit on machines between sets.
- Users who break fitness center equipment through misuse or misconduct will be held financial responsible for repair or replacement of equipment, and may be suspended from use of the facility.
- Wipe down each piece of equipment, machine padding and hand grips after use with the supplies provided after each use.

INJURIES, EMERGENCIES AND DAMAGED EQUIPMENT

- Please immediately report any of the following safety issues to a KFC Director: During regular business hours: 308-235-3639. After Hours: 970-405-0072
- Damaged equipment or equipment malfunctions.
- Unsafe exercise or bathroom conditions.
- Abusive, dangerous, offensive or unsafe behaviors/activities.

CLOTHING, SHOES AND WORKOUT ATTIRE

- Proper workout/athletic clothing are mandatory. Long jeans, jean shorts, camouflage pants/shorts, cargo shorts, long casual pants, baggy clothes, and bathing suits are not permitted.
- Workout pants and shorts must be pulled up to the waist at all times (pants/shorts worn below the waist are not permitted).
- Shirts must be worn at all times.
- Proper athletic (rubber-soled) shoes that cover the entire foot are required. Hard-sole shoes, dress shoes, work-boots, spiked shoes, sandals, flip-flops, crocks, open-backed or open-toed shoes are not permitted in Fitness Center.

FOOD, DRINK AND TOBACCO

- Beverages are only permitted if contained in a closed sports/water bottle. Cups with lids are not permitted.
- Food, gum or tobacco products are not permitted in workout/recreational areas at anytime.
- To maintain a clean and safe environment, we ask that all trash be discarded in appropriate bins and receptacles provided.

PETS AND SERVICE ANIMALS

- Pets are not allowed, except approved service animals. If service animals engage in activities, which present a danger to other users, the user with the service animal will be asked to leave, and will not be allowed to use the facilities when accompanied by that service animal without proper safety restraints.

LOST AND FOUND

- KFC is not responsible for lost or stolen items.
- Staff members are not permitted to hold valuables.
- Items found should be turned in to the KFC Director or their designee. Items not claimed within seven days will be donated to charity.
- Inquiries regarding lost items should be made to the KFC Director, or their designee.

CONDUCT AND BEHAVIOR

- No smoking or consumption of alcoholic beverages is allowed at the KFC facilities. Utilizing the facilities under the influence of alcohol or drugs will result in cancellation of this agreement.
- Profanity, horseplay, racist or sexist comments is strictly prohibited in the facility. Any individual engaging in this conduct will be immediately asked to leave the KFC for the remainder of the day, and may be subject to disciplinary action.
- Disrupting or interfering with the workout of another member is not allowed. Respect the rights of others by using courteous and appropriate behavior.
- Observe proper personal hygiene by showering regularly, wearing clean clothing and using deodorant.
- Repeated disruptive/abusive behaviors will result in membership being revoked for a minimum of one (1) month.
- Severe disruptive behaviors (i.e., threats, harassment, sexual offenses, physical abuse, etc.) will result in an immediate restriction from the KFC. The incident will also be reported to the Police Department.

VIOLATIONS

- The KFC Director, or their designee, is ultimately responsible for enforcing all Facility Policies, regulations, and procedures. If, at any time, a member fails to comply with the rules and/or the request of the Director, or their designee, the member will be asked to leave for the remainder of the day. Failure to comply may result in fitness center privileges being revoked for a minimum of one (1) month. Fitness Center staff has the right to enlist the assistance of the Police Department whenever a situation arises.
- If any member of the KFC violates Facility Policies, they will be subject to the following procedure:
 1. Verbal Warning: A member will be informed by Director or their designee, of the rules and regulations, and asked to comply. A report will be filed with the City of Kimball Administrator.
 2. Written Warning: If any second violation occurs, a written warning will be issued by the KFC Director, or their designee. A report will be filed with the City of Kimball Administrator.
 3. Probation: If any third violation occurs, the member will be placed on a probationary status for the fitness center by the City of Kimball Administrator.
 4. Restriction: If any other violation occurs, membership will be revoked for a minimum of one (1) year. Paid members will not be issued a refund.
- KFC Director, or their designee, reserves the right to immediately revoke the membership, use or entrance into the facility of any member who engages in any severe disruptive behavior (e.g. harassment, threats, sexual offenses, verbal and/or physical abuse, or repeated offenses). The matter will also be reported to Police Department.
- Members of the KFC should report any misconduct or negligence of staff to the City of Kimball at 308-235-3639 or e-mail at info@kimballne.org
- Members of the KFC should report any misconduct or misuse of equipment to the KFC Director at 308-235-3639 or email at kimballeventcenter@kimballne.org. Reports will be kept anonymous.

Any formal problems, questions, or concerns regarding the KFC should be submitted via e-mail to info@kimballne.org. Please clearly indicate the issue being addressed, and be sure to include your name and phone number. All e-mails will be carefully reviewed and appropriate action taken.

Members who do not adhere to the KFC rules and regulations may have their privileges suspended, terminated or revoked. The KFC staff reserves the right to refuse service to any member who violates any rule or regulation, or engages in any verbal and/or physical abuse of staff or other members properly using the facilities.



AGREEMENT AND RELEASE OF LIABILITY

ID# _____

I/We hereby purchase a membership from the KFC and/or City of Kimball ("KFC") for the time period specified on the Membership Contract. I/We acknowledge that this membership may not be transferred nor cancelled and that payment is due upon enrollment. (Initials _____).

In consideration of being allowed to participate in the activities of KFC and to use its facilities, equipment and machinery in addition to the payment of any fee or charge, I/we hereby waive, release and forever discharge KFC, and its officers, agents, employees, representatives, executors and all others from any and all responsibilities or liabilities from injuries or damages arising out of or connected with my/our attendance at KFC, participation in all activities, use of equipment or machinery or any act or omission, including negligence by KFC representatives. (Initials _____).

I/We acknowledge that supervision is not provided at the facility. I/We acknowledge that strength training, flexibility, and aerobic exercise, including the use of equipment, are, jointly or individually, potentially dangerous activities. I/We also acknowledge that fitness activities involve a risk of injury or even death, and that I/we am/are voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I/We hereby expressly assume any and all risks of injury or death. (Initials _____).

I/We hereby do further declare myself/ourselves to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my/our participation or use of equipment or machinery. I/We do hereby acknowledge that I/we have been informed of the need for a physician's approval for participation in an exercise/fitness activity or in the use of exercise equipment or machinery. I/We also acknowledge that it has been recommended that I/we have a yearly or more frequent physical examination and consultation with a physician as to physical activity, exercise, and use of exercise and training equipment so that I/we might have his/her recommendations concerning these fitness activities and equipment use. I/We acknowledge that I/we have either had a physical examination and been given a physician's permission to participate, or that I/we have decided to participate in activities and use of equipment and machinery without the approval of a physician and do hereby assume all responsibility for participation, activities, and utilization of equipment and machinery in my/our activities. (Initials _____).

I/We acknowledge that this Agreement and Release of Liability constitutes the full agreement with KFC. KFC makes no warranties or representations, express or implied, other than those set forth in this Agreement. I/We acknowledge that the sole and exclusive remedy in the event of breach of this Agreement by KFC shall be cancellation of this Agreement. (Initials _____).

I/We acknowledge that I/we have received a copy of and must comply with all policies of KFC and by signing below hereby agree to do so as well as consent to all terms and conditions of this Agreement and Release of Liability as set forth above. (Initials _____).

Signature(s): _____

Date: _____

Printed Name: _____

Parent/Guardian: _____
(Required for members 14-19 years of age)