



CITY OF RILEY, KANSAS

RILEY FITNESS CENTER

**RELEASE, INDEMNIFICATION, HOLD HARMLESS,  
AND MEMBER RULES AGREEMENT**

This Agreement is entered into by the undersigned participant (“Participant”) and the Riley Fitness Center and **City of Riley, Kansas**, including its governing body, officers, employees, agents, volunteers, and insurers (collectively, the “City”).

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**1. FACILITY AND ACTIVITIES**

The Riley Fitness Center (“Facility”) is owned and operated by the City of Riley and includes cardiovascular equipment, weight machines, free weights, and related fitness equipment.

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**2. ASSUMPTION OF RISK**

Participant understands and acknowledges that use of the Facility involves **inherent risks**, including but not limited to muscle strains, sprains, falls, equipment malfunction, heart attack, stroke, paralysis, or death.

Participant voluntarily assumes **all risks**, known and unknown, foreseeable and unforeseeable, arising from use of the Facility, including risks related to the condition of equipment or premises, actions of other users, or Participant’s own acts or omissions.

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**3. RELEASE AND WAIVER OF LIABILITY**

To the fullest extent permitted by Kansas law, Participant **releases, waives, and discharges** the City from any and all claims, demands, actions, damages, or causes of action arising out of or related to Participant’s use of the Facility, **except to the extent caused by the City’s gross negligence or willful misconduct**.

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#### 4. INDEMNIFICATION AND HOLD HARMLESS

Participant agrees to **indemnify, defend, and hold harmless** the City from and against any claims, liabilities, damages, losses, costs, or expenses (including attorney fees) arising from Participant's use of the Facility or violation of Facility rules.

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#### 5. MEDICAL REPRESENTATION

Participant represents that they are physically capable of engaging in physical exercise and have no condition that would make participation unsafe. Participant understands the City does not provide medical supervision or emergency medical services.

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#### 6. MINORS

Participants under the age of 18 may use the Facility **only with parent or legal guardian supervision**. A parent or legal guardian must sign this Agreement on behalf of the minor.

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#### 7. RILEY FITNESS CENTER RULES

Participant agrees to comply with the following **Riley Fitness Center Rules**:

1. **Release Required** – All users must sign this Agreement before using the Facility.
2. **Right to Deny Access** – The City may deny or revoke access to anyone who fails to follow the rules or refuses to sign this Agreement.
3. **Minors** – Persons under 18 must be accompanied and supervised by a parent or legal guardian at all times.
4. **Footwear and Clothing**
  - No sandals or open-toed shoes
  - Shirts must be worn at all times
  - No belt buckles or loose jewelry
5. **Food and Drink**
  - No food allowed
  - Water only, in a spill-proof, unbreakable container

## 6. Equipment Use

- Share equipment courteously
- Do not throw or drop weights
- Return free weights to racks
- Wipe down equipment after use

## 7. Safety

- Keep hands and feet away from moving parts and weight stacks
- Do not attempt to repair or adjust equipment
- Do not allow children to climb on equipment

## 8. Equipment Problems

- All equipment problems must be reported immediately to **City Hall at (785) 485-2802**

## 9. Personal Property

- Leave valuables at home
- The City is not responsible for lost or stolen items

## 10. Courtesy

- Limit cardio equipment use to **20 minutes if someone is waiting**
- Conduct yourself respectfully at all times

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## 8. ENFORCEMENT

Participant understands and agrees that **failure to follow these rules may result in revocation of membership without refund**, as determined by the City of Riley.

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## 9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of Kansas**.

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## 10. ACKNOWLEDGMENT AND SIGNATURE

I acknowledge that I have **read, understand, and voluntarily agree** to this Release, Indemnification, Hold Harmless, and Rules Agreement. I understand the risks involved and agree to be bound by its terms.

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### PARTICIPANT INFORMATION

Participant Name (Print): \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Participant Name (Print): \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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### IF PARTICIPANT IS UNDER 18 YEARS OF AGE

I am the parent or legal guardian of the minor named above. I consent to the minor's participation and agree to all terms of this Agreement on behalf of myself and the minor.

Minor Name: \_\_\_\_\_

Minor Name: \_\_\_\_\_

Minor Name: \_\_\_\_\_

Parent/Guardian Name (Print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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### Internal Use Only:

Membership Type: Individual / Family      Paid Check / Cash / Card      Amount paid: \$\_\_\_\_\_

Date: \_\_\_\_\_ Code Issued: \_\_\_\_\_