

**Lyman School District
Use of Gymnasiums and Weight Room
Waiver & Release Form**

The Lyman School District grants the use of the school gymnasiums and weight room to residents of the District and guests of District residents for occasional use, which the District considers advisable as a community service, and at which times the District may allow such use. During such times as the District may open the school gymnasiums and weight room for public use, the activities within the facilities are not under the direct or indirect supervision of the District, its officers or employees. Any officer or employee of the District who may be on the premises or participating in activities is not in the capacity of an officer or employee of the District at such times and is not responsible for supervision. All persons using the school gymnasiums or weight room during such times are responsible for providing their own supervision during the activities.

- (1) All persons requesting to use the school gymnasiums or weight room pursuant to District policy shall sign this document before participating in any activity in those facilities. A parent/legal guardian shall sign the form on behalf of his/her student in grades 7 – 12. Students in grades 7 – 12 identified on a parent signed waiver may use the gymnasiums without supervision and students in grades 9 – 12 identified on a parent signed waiver may use the weight room if two or more individuals are present. All students in grades 6 and under must be supervised by a parent or adult community member that has signed a waiver and release form.
- (2) The District is not responsible for the training or supervision of persons using the weight room in the proper use of the equipment when that equipment is being used by members of the public.
- (3) Pursuant to SDCL 13-24-20, any person using the school gymnasiums or weight room when the facility is available for public use shall be responsible for any and all damages that may be caused by the reason of the use, and the District shall not be liable for any suit for damages which might arise out of that use. The person signing this document consents by signing this document that he/she assumes all and exclusive responsibility and liability for any injury to persons, damage to school facilities or school property that may result from his/her use of the gymnasiums or weight room (including responsibility for any liability from the use of the weight room by his/her child or other guests of the person signing this document), that he/she waives any and all rights to assert any and all claims, demands, losses, injuries, or damages to persons or property which may be sustained by reason of the use of the gymnasiums or weight room against the District arising out of the use of the facilities, and agrees to indemnify and hold the District, its officers, agents, and employees harmless from all claims and expenses, including attorney fees, arising out of the use.
- (4) The Superintendent of Schools may prohibit the use of the gymnasiums and weight room by any person, for legitimate reasons, including but not limited to fighting, threatening to fight, disrespect shown toward other people, damaging the facility, and failure to follow the applicable policies, rules and regulations of the District, of which the Superintendent may learn.

