

**BOARD OF SCHOOL TRUSTEES**  
**SCHOOL CORPORATION**

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**NEW POLICY – VOL. 26, NO. 1**

**USE OF CORPORATION PHYSICAL FITNESS FACILITIES**

~~In addition to the use of the Corporation's physical fitness facilities by students and staff, the Board authorizes use of these facilities by community participants other than students and staff subject to the requirements of this policy.~~

~~For purposes of this policy:~~

- ~~A. "Corporation physical fitness facilities" means Corporation property, Corporation equipment, or a Corporation facility used by a community participant to participate in a physical fitness activity.~~
- ~~B. "Community participant" means a~~
- ~~(-) resident of the community served by the Corporation~~
- ~~(-) person~~
- ~~who uses one or more Corporation physical fitness facilities. Excluded from this definition and therefore this policy are students participating in an activity as part of an official school function, and current employees who use one or more Corporation physical fitness facilities in the course of their employment by the Board.~~
- ~~C. "Inherent risk of injury in a physical fitness activity" means a condition, danger, or hazard that is an integral part of a physical fitness activity, the use of exercise equipment, or the use of a facility provided by the Corporation as determined by a reasonable person considering the nature of the activity, equipment, or facility. The term includes the negligent acts of a community participant that may contribute to injury to the community participant or others, including failing to follow instructions; failing to exercise reasonable caution while engaging in an activity; or failing to obey written warnings or postings.~~

~~Community participants may use the Corporation fitness physical facilities at times and in a manner approved by the Superintendent.~~

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**~~[ ] OPTION 1~~**

~~Community participants shall not be charged a fee as a condition for the use of Corporation physical fitness facilities.~~

**~~[END OF OPTION 1]~~**

**~~[ ] OPTION 2~~**

~~Community participants shall pay the sum of \$\_\_\_\_\_ per~~

~~(+) week~~

~~(+) month~~

~~(+) year~~

~~as a condition for the use of Corporation physical fitness facilities.~~

**~~[NOTE: The school attorney should provide guidance if the Board wishes to:~~**

**~~A. limit use of the Corporation's fitness facilities to residents of the Corporation or members of an athletic booster organization;  
or~~**

**~~B. establish a multi-tier rate structure based on these categories.~~**

**~~See I.C. 34-31-10-9 providing that a school may be liable if it receives monetary consideration for use of its fitness activities unless it follows specific statutory requirements about a release signed by the community participant and the posting of a warning sign where participants will see it.]~~**

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~~As an additional condition for the use of Corporation physical fitness facilities, a community participant and the parent/guardian of a community participant under eighteen (18) years of age shall execute a release in which s/he agrees to assume the inherent risk of injury in physical fitness activities and acknowledges receipt of the following written warning:~~

**~~WARNING~~**

~~**Under Indiana law, a school is not liable for an injury to, or the death of, a participant in physical fitness activities at this location if the death or injury results from the inherent risks of the physical fitness activity. Inherent risks of physical fitness activities include risks of injury inherent in exercise, the nature of a sport, the use of exercise equipment, or the use of a facility provided by a school. Inherent risks also include the potential that you may act in a negligent manner that may contribute to your injury or death, or that other participants may act in a manner that may result in injury or death to you.**~~

~~**You are assuming the risk of participating in this physical fitness activity.**~~

~~The WARNING language set out above shall be included verbatim in a written agreement executed by each community participant before their first use of Corporation physical fitness facilities. The WARNING shall be set out in the written agreement in bold font no smaller than fourteen (14) point. A copy of this written agreement shall be given to each community participant at the time the agreement is signed.~~

~~The WARNING also shall be posted in letters at least one (1) inch in height on a sign placed in a location in Corporation physical fitness facilities where community participants are likely to be present and where it is visible to community participants.~~

**~~[END OF OPTION 2]~~**

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~~The measures taken by the Board in this policy to implement the limitation of liability permitted by I.C. 34-31-10 are not intended to be an election of a defense or a waiver of any other defense or limitation on Board or employee liability.~~

~~I.C. 34-31-10; Limited liability arising from the public use of school facilities for physical fitness activities~~

~~I.C. 34-13-3-3; Immunity of governmental entity or employee for tort claims~~

~~I.C. 34-13-4; Personal civil liability under civil rights laws~~

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