



SunUte Community Center
290 Mouache Circle
PO BOX 737 #35
Ignacio, CO 81137
Phone: 970-563-0214
www.sunute.com

24/7 Rules & Regulations

24/7 Annual Fee 2019 24/7

SunUte 24/7 Rules and Regulations

Addendum to SunUte Community Center Waiver

1. Members using SunUte 24/7 ("facility" or "building" or "gym" or "we") must sign the facility's waiver and release of liability, and addendum forms before using the facility.
2. In order to receive SunUte 24/7 access, members must be in good standing with SunUte. We reserve the right to deny anyone access or terminate membership.
3. *Members must use their individual membership cards issued at sign up each time they enter the facility even if entering with other members.* When using SunUte 24/7, members may use only the north door. Members shall not let others use their card even if they are on their membership. It is important that we have a log of everyone that enters the gym by using their individual card.
4. *No member may hold the door open for any other person, even if a member.*
5. Members must be certain that the north door closes after entering and exiting the building. To enter the building, you must use your personal card issued at sign up.
6. **The gym is monitored 24/7, 365 days a year by video cameras. Any violation of this addendum may result in termination of your membership and you will not receive a refund.**
7. Members may only use the weight room and the restrooms near the group exercise room.
8. Members may use emergency exits, only in an emergency. **The barriers are monitored by video and are alarmed.** Passing barriers for any reason other than in an emergency will result in loss of membership.
9. Members under 18 years of age must have their parent or guardian sign a SunUte Community Center and SunUte 24/7 waiver of liability before using the facility. **Members 13-17 years of age must have a parent or guardian present when using the facility. No one under the age of 13 can use SunUte 24/7. If you are under the age of 18 and in the facility without a parent or guardian present, your membership will be terminated.**
10. Members shall be civil to others. Any fighting, wrestling, or horseplay will result in your membership being terminated. Please respect other members and staff.
11. **NO TOBACCO, ALCOHOL, DRUGS, OR VAPING** products of any kind are permitted in the facility. If any of these products are in the facility, membership will be terminated immediately, and future membership will be at management's discretion.
12. Food or drinks (other than water) must be kept in the cubby area; not on the fitness floor.
13. The telephone at the trainer's desk is only for an emergency to call 911. **Emergency phones and panic buttons will be located throughout the weight room in case of emergencies.**
14. Members must wipe down equipment after use. Spray bottles and cleaning rags are available throughout the fitness floor. Clean towels will be available for members to use while they are at the facility. Members must return towels to a hamper before leaving facility. **If this service becomes abused, then the facility will no longer offer towels.**
15. Members shall keep restrooms in a clean order.
16. **Members shall return all weights and other free hand equipment to their proper locations.** Weights are not to be dropped on the floor. Members are responsible for any damage that they cause on the fitness floor.
 - a. For any equipment or facility issue that needs attention or maintenance, please fill out a maintenance



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form located at the Trainer's Desk.

17. Members must wear proper workout attire while exercising in the facility.
 - a. This includes closed-toe shoes, shorts/spandex, and a shirt.
 - b. Exercising in a sports-bra or without a shirt is not permitted. Clothing with profanity, obscenities, or racial insensitivities is not allowed.
18. Members are responsible for their personal items. SunUte is not responsible for any lost or stolen items at the facility.
19. All injuries must be reported to management.
 - a. For minor injuries, please fill out an injury report form located at the Trainer's Desk.
 - b. For all other emergencies, please call 911 immediately. Please notify SunUte management of injury via phone call (970)563-0214, as soon as possible following the injury.
20. No equipment shall be removed from the facility.
21. Weapons of any kind are not permitted in SunUte at any time. This includes concealed carry firearms. Authorized members of the Southern Ute Indian Tribe's J&R Department are the sole exception to this rule.
22. The facility will not always be staffed, and members understand that they are exercising at their own risk. We do not recommend using free weights when working out alone without a spotter. SunUte or the Tribe is in no way responsible for any injuries.

I acknowledge that I have read and understand all the above rules and regulations for SunUte 24/7.

Member Name (Print): _____ Date _____

Member signature _____ Date _____

Or
 Signature of Parent or
 Guardian (if a minor): _____ Date _____

Emergency Contact: _____ Phone: _____

Member's Door Card: _____



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24/7 Waiver, Release & Assumption of Risk Form

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SunUte Community Center
24-Hour Access

WAIVER, RELEASE & ASSUMPTION OF RISK FORM

1. **No supervision.** Your membership at the SunUte Community Center ("SunUte" or "we" or "facility") allows you access to the facility at any time. You are aware that there will be **no supervision or assistance outside of normal SunUte business hours**. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack or experience any other serious Injury or health issue, there will likely be no one to respond to your emergency and this facility has no duty to aid you. Even though this facility is equipped with surveillance cameras, 9-1-1 call boxes, and wearable panic buttons, it is likely that if you require immediate assistance, none will be available. We **HIGHLY** recommend that you workout with a partner and that you use the wearable panic buttons when working out.
Initial _____
2. **Assumption of risk.** Because physical exercise can be strenuous and subjects you to risk of serious injury, we urge you to get a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that if you engage in any physical exercise or activity or use any facility amenity on or off the premises including a sponsored event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in using the facility and **assume full responsibility of all risk of injury, illness, or death**. We are also not responsible for your lost personal property. Initial _____
3. **Waiver and release of liability.** For yourself and your heirs, personal representatives, administrators and assigns, you hereby waive and release the Southern Ute Indian Tribe and the SunUte Community Center, the Tribe's Tribal Council members, appointed officials, employees, and agents (collectively "released parties") from all claims, liabilities, causes of action, and damages that in any way arise out of, are connected with, or result from your use of the facility, the equipment within the facility, and participation in an activity associated with the facility whether on or off the premises. This waiver and release of liability includes, without limitation, all injuries that may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) any dietary recommendations and (d) your slipping or falling while in the facility or on the premises, including adjacent sidewalks and parking areas. Initial _____

You acknowledge that you have carefully read this "waiver, release & assumption of risk" and fully understand that it is a **release of liability**. You expressly agree to release and discharge the released parties, from all claims or causes of action. You agree to voluntarily waive any right that you may otherwise have to bring a legal action against the released parties for negligence, personal injury, or property damage.
Initial _____

4. **Indemnification.** You agree to defend and indemnify the released parties for any loss or damage that results from claims or lawsuits for personal injury, death, property loss or damage, all or any of these, related in any



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way to use of the facility, the equipment within the facility and the participation in programs or activities associated with the facility that were not caused by the willful misconduct of the released parties.

Initial _____

5. **Governing law, venue, and non-waiver of immunity.** This agreement was entered into on the Southern Ute Indian Reservation. The venue for resolving any dispute arising from this agreement shall be the Southern Ute Indian Tribal Court and the governing law shall be tribal law. You consent to the personal jurisdiction of the Tribal Court by signing this agreement. Nothing in this agreement, however, shall constitute a waiver of any immunity of the Southern Ute Indian Tribe d/b/a SunUte Community Center. Initial _____
6. **Note on severability.** If any part of this agreement is found by a court of law to be against public policy or in violation of any applicable law, then only that wording is removed and the remainder of this agreement will remain in full force.

Signed: _____

Printed Name: _____

Dated: ____/____/____

For participants under 18 years of age:

I verify that I am the parent or guardian of the participant identified below who is under 18 years of age or the adult in whose care the participant has been entrusted. I have read and understand this agreement. Before signing this agreement, I have had the opportunity to ask any questions about this agreement and SunUte. I understand that (1) the facility provides no supervision of minors and, (2) participants who are under 18 years of age may not always be aware of the inherent risks associated with using the equipment or facilities or participating in the activities or programs available. In addition to the terms of this addendum, therefore, I agree that it is my duty and responsibility, as either a parent or guardian, or as the adult in whose care the participant has been entrusted, to provide supervision in an effort to protect the participant from harm associated with using equipment or facilities or participating in activities or programs available outside of regular business hours. By signing below, I am (1) entering into this agreement on my own behalf and on behalf of the participant, (2) representing, if I am an adult in whose care the participant has been entrusted, that I have the authority to sign this document on behalf of the participant, and (3) agreeing to be bound by the terms of this agreement.

Date: _____

Signature of parent, guardian, or responsible adult:

Printed name of participant(s):



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Liability Release 2019

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SunUte Community Center & Multipurpose Facility
PLEASE READ CAREFULLY BEFORE SIGNING

Agreement for Assumption of Risk, Waiver and Release of Liability,
& Indemnification

In consideration of being allowed to use the equipment or facilities or to participate in the activities or programs available at SunUte Community Center or the Multipurpose Facility, the undersigned agrees that:

1. **Assumption of risk.** There are inherent dangers associated with the use of the equipment and facilities and participation in the activities and programs available at the Community Center and Facility. The risk of personal injury or death from the use of the equipment or facilities or participation in the activities or programs available at the Community Center is significant and includes injuries or death caused by, among other things:

- Slipping and falling on wet surfaces
- Overheating or exhaustion due to prolonged use of the sauna or spa or physical activity in hot weather
- Using the diving board
- Dropping weights
- Falling off cardiovascular equipment while in motion, and
- Slipping and falling while participating in recreational activities such as basketball

Potential injuries include but are not limited to:

- Heatstroke
- Paralysis
- Concussion
- Cardiovascular attacks
- Body sprains, breaks, or tears, and
- Known and unknown physical or medical conditions being made worse by high levels of activity

I knowingly assume all risks of injury, whether identified above or not, and death that may result from my voluntary choice to use the equipment or facilities or participate in the activities or programs available at the Community Center and Facility and I assume full responsibility for my participation.

2. **Compliance with rules.** I agree to comply with the stated and customary terms, rules, and conditions for use of the equipment or facilities or participation in the activities or programs available at the Community Center and Facility. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring the hazard to the attention of the nearest employee immediately.

3. **Waiver and release of liability.** For myself and my heirs, I hereby waive and release the Southern Ute Indian Tribe d/b/a SunUte Community Center, its Tribal Council members, appointed officials, employees, and agents (collectively "released parties") from all claims, liabilities, causes of action, and damages that in any way arise out of, are connected with, or result from my use of the equipment or facilities or participation in the programs or activities available at the Community Center or Facility including but not limited to use of the swimming pool, fitness equipment, and gymnasium. This waiver and release, however, does not apply to claims, liabilities, causes of action and/or damages that are caused by the negligence or willful misconduct of the released parties.

4. **Agreement to pay costs and attorney fees.** For myself and my heirs, I agree that if I make any claim or bring any suit against the released parties that in any way arises out of my use of the equipment or facilities or participation in the activities or programs available at the Community Center or Facility, and such claim or suit is determined by a court of competent jurisdiction to have arisen out of the dangers inherent in my use of the equipment or facilities or participation in the activities or programs available at the Community Center or Facility rather than out of the negligence or other wrongful action of the released parties, I will pay the costs and attorney fees incurred by the released parties in the defense of such claim or suit, the enforcement of this agreement, and the collection of such costs and attorney fees.

5. **Indemnification.** I agree to defend and indemnify the released parties for any loss or damage that results from claims or lawsuits for personal



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Liability Release 2019

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injury, death and/or property loss or damage related in any way to my use of the equipment or facilities or participation in the programs or activities available at the Community Center or Facility that were not caused by the negligence or willful misconduct of the released parties.

6. **Governing law, forum, and non-waiver of immunity.** The forum for the resolution of any dispute arising from this agreement shall be the Southern Ute Indian Tribal Court and the governing law shall be tribal law. Nothing in this agreement, however, shall constitute a waiver of any immunity of the Southern Ute Indian Tribe d/b/a SunUte Community Center.

7. **Photo Consent & Release.** I hereby authorize the Southern Ute Indian Tribe d/b/a SunUte Community Center, its employees, agents, and authorized representatives (collectively "Released Parties") to use photographs of myself or my child(ren) captured during the activity to be used for promotion, publicity, social media, or archives. I warrant and represent that use of these photographs will not violate any right of publicity, right of privacy, or violate the law and, on behalf of myself, my heirs and representatives waive any compensation or ownership rights and I agree to release and hold harmless the Released Parties from any claims, liability, or damages that may arise from the use of said photographs. I waive any right to inspect or approve the use of my or my children's likeness for the purposes of this release.

I am 18 years of age or older and have read and fully understand the significance of this agreement. Also, I have had an opportunity to ask questions about the meaning of this agreement before signing it.

Member's signature: _____ Date: _____
 Legible Print: _____

Co-member's signature: _____ Date: _____
 Legible Print: _____

For participants under 18 years of age:

I verify that I am the parent or guardian of the participant identified below who is under 18 years of age or the adult in whose care the participant has been entrusted. I have read and understand this agreement. Prior to signing this agreement, I have had the opportunity to ask any questions about this agreement and the Community Center and Facility. I understand that (1) the Community Center and Facility provides only limited supervision of minors, as provided in the Community Center's or Facility's membership guidelines and, (2) participants who are under 18 years of age may not always be aware of the inherent risks associated with the use of the equipment or facilities or participation in the activities or programs available at the Community Center or Facility. In addition to the terms of the agreement set forth above, therefore, I agree that it is my duty and responsibility, as either a parent or guardian, or as the adult in whose care the participant has been entrusted, to provide supervision in an effort to protect the participant from harm associated with the use of the equipment or facilities or participation in the activities or programs available at the Community Center or Facility. By signing below, I am (1) entering into this agreement on my own behalf and on behalf of the participant, (2) representing, if I am an adult in whose care the participant has been entrusted, that I have the authority to sign this document on behalf of the participant, and (3) agreeing to be bound by the terms of this agreement.

Signature of parent, guardian, or responsible adult:

Printed name of participant(s):

 Printed name: _____
 Phone Number: _____
 Date: _____

