



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

## 24/7 Addendum to SunUte Community Center Waiver

Updated 2023

### 24/7 Rules and Regulations

1. Members using SunUte 24/7 ("Facility", "Building", "We" or "Gym") MUST sign the facility's waiver and release of liability, and addendum forms before using the facility.
2. To receive SunUte 24/7 access, members must be in good standing with SunUte. We reserve the right to deny anyone access or terminate memberships at any time, with or without causes.
3. **Members must use their individual membership cards issued at sign up each time they enter the facility even if entering with other members. Members shall not let others use their card.** For safety reasons, it is IMPORTANT that we have a log of everyone that enters the facility. When a member uses their membership card to enter the facility, then we have an accurate log. If a member breaks this rule there will be a negative impact on your membership.
4. **NO member may allow another person to enter the facility by holding the door open, even if the other person is a 24/7 member, a member is not allowed to hold the door open for entry. If a member breaks this rule there will be a negative impact on your membership.**
5. Members must be certain that the north door closes after entering and exiting the building. To enter the building, **you must use YOUR membership card issued at sign up.**
6. **The gym and fitness floor are 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 gym areas that are open, the fitness floor, and the restrooms that are available.
8. When early Group Exercise Classes are available, you may take the class if you have 24/7 membership.
9. 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 emergency will result in loss of membership.
10. **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 13-16 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 17 and in the facility without a parent or guardian present, your membership will be terminated.**
11. Members shall be civil to others. Any fighting, wrestling, or horseplay will result in your membership being terminated. Please respect other members and staff.
12. **NO TOBACCO, ALCOHOL, DRUGS, OR VAPING products of any kind are permitted in the facility.** If you violate this rule, **your membership will be terminated** immediately, and future memberships will be at management's discretion.
13. Food and drinks (other than water) must be kept in the cubby area, not on the fitness floor.
14. 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.**
15. 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. **If this service becomes abused, then the facility will no longer offer towels.**
16. Members shall keep restrooms in a clean order.

17. **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 form located on the Trainer's desk.
18. **Members must wear proper workout attire while exercising in the facility.**
  - a. **This includes closed-toe shoes, shorts/spandex, and a shirt.**
  - b. **Exercising without a shirt is NOT permitted, women may workout in a sports bra. Clothing with profanity, obscenities or racial insensitivities is NOT allowed.**
19. Members are responsible for their personal items. SunUte is not responsible for any lost or stolen items at the facility.
20. 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.
21. No equipment shall be removed from facility.
22. **Weapons of any kind are NOT permitted in SunUte at any time. This includes concealed carry firearms. Authorized members of Southern Ute Indian Tribe's J&R Department are the sole exception to this rule.**
23. 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.**
24. **We take the safety of our members very seriously, if you break any of these rules it will have a negative impact on your ability to use the 24/7 and/or SunUte.**

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

Member Name (Print): \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Member Name (Print): \_\_\_\_\_

Co-Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

IF MINOR

Signature of Parent or

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

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**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. Although, this facility is equipped with surveillance cameras, 911 call boxes, and wearable panic buttons, it is likely that if you require immediate assistance, none will be available. We HIGHLY recommend that you work out with partners and that you use the wearable panic buttons when working out.
  - a. INITIAL \_\_\_\_\_/\_\_\_\_\_
2. **Assumption of Risk:** Because physical exercise can be strenuous and subjects you to risk of serious injury, we urge you to get 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 are 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 on or off premises. This waiver and release of liability includes, without limitation, all injuries that may occur, regardless of negligence, because of; (a) your use of all training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) any dietary recommendations and (d) slipping or falling while in the facility or on the premises, including adjacent sidewalks and parking areas.  
INITIAL \_\_\_\_\_/\_\_\_\_\_
  - a. 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 release parties, from all claims or causes of action. You agree to voluntarily waive any right that you may otherwise have to bring to 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, all, or any of these, related in any way in use of the facility, the equipment within the facility and the participation in programs or activities associate with the facility that were not causes 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 ("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. INTIAL \_\_\_\_/\_\_\_\_
6. **Note on Severability:** Any of this agreement is found by a court of law to be against public policy or in violation of any applicated law, then only that wording is removed, and remainder of this agreement will remain in full force.

**Member Name (Print):** \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-Member Name (Print):** \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For participants UNDER 18 years of age:**

I verify that I am the parent or guardian of the participants 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 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 activities or programs available. In addition, to the terms of this addendum, therefore, I agree that it is my duty and responsibility, as either parent or guardian, or as the adult in whose care the participant have been entrusted, to provide supervision to protect the participate from harm associated with using equipment or facilities or participating in activities or programs available outside of regular hours. By signing below, I am (1) entering into this agreement on my own behalf and behalf of the participate, (2) representing, if I am an adult in whose care the participate has been entrusted, that I have the authority to sign this document on behalf of the participate and (3) agreeing to be bound by the terms of this agreement.

**Signature of Parent, Guardian,  
or Responsible Adult:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Participant(s)  
Under 18 Years of Age (Print):** \_\_\_\_\_/\_\_\_\_\_



**Liability Release**  
**SunUte Community Center & Multipurpose Facility**  
**Agreement for Assumption of Risk, Waiver, and Release of Liability, & Indemnification**  
**PLEASE READ CAREFULLY BEFORE SIGNING**

In consideration of being allowed to use the equipment or facilities or to participate in 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, 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 equipment, facility, participation in the activities or programs at the SunUte Community Center is significant and includes injuries or death caused by, among other things:
  - Splitting 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
  - 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
- Known and unknown physical or medical conditions are being made worse by high level activities.

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, facilities, and or participation 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 "release parties") from all claims, liabilities, causes of action, and damages that in any way arise out of, are connected with, or result from use of the equipment or facilities or participation in the programs or 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 a 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 danger inherent in my use of the equipment or facilities or participation in activities or program available at the Communities Center or Facility rather than out of the negligence or other wrongful action of the released parties, will-

pay the cost and attorney fee incurred by the releases parties in the defense of such, the enforcement of this agreement, and the collect of such costs and attorney fee.

5. **Indemnification:** I agree to defend and indemnify the release parties for any loss or damage that result from claims or lawsuits for personal 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 causes by the negligence or willful misconduct of the released parties.
6. **Governing Law, Forum, and non-waiver or Immunity.** The forum for the resolution of any dispute arising from this agreement shall be the Southern Ute Indian Tribal Court and governing law shall be tribal law. Nothing in this agreement, however, shall constitute a waiver of any immunity of the Southern Ute Tribe d/b/a SunUte Community Center.
7. **Photo Consent & Release.** I hereby authorize the Southern Ute Indian Tribal 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 rights of publicity, right of privacy, or violate the law and, on behalf of myself, my heirs and representatives waive any compensation or ownership right and I agree to release and hold harmless the Release Parties from any claims, liability, or damages that arise from use of said photographs. I waive any right to inspect or approve the use of my or my children's likeness for the purpose of this release.

**I am 18 year of age** 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 Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Member Name (Print):** \_\_\_\_\_

**Co- Member's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-Member's Name (Print):** \_\_\_\_\_

**For Participants UNDER 18 years of age:**

I verify that I am the parent or guardian of the participants identified below who is under 18 years of age or the adult in whose care the participants has been entrusted. I have read and understand this agreement. Before signing this agreement, I had the opportunity to ask a question 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 who are under 18 years of age may not always be 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 to protect the participants 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 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:** \_\_\_\_\_

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

\_\_\_\_\_

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