



TRIBAL PHYSICAL FITNESS CONTRACT

POLICY

It is the policy of Coquille Indian Tribe to allow Tribal members, Tribal spouses, and Tribal children to have access to programs that promote continuous physical fitness throughout their lives.

AGREEMENT

1. This Personal Physical Fitness Contract is entered into on this ____ day of _____, 200__ between Tribal member, Tribal spouse, Tribal children, _____ (referred to in this Agreement as the “Tribal Member(s)”) and the Coquille Indian Tribe (the “Tribe”) at the Coquille Tribal Reservation at 3050 Tremont Street, North Bend, OR 97459.
2. This contract will begin on the date it is signed by the Tribe’s authorized representative.
3. This contract will expire one (1) year after the date it is signed by the Tribe’s authorized representative.
4. It is the responsibility of the Tribal Member to notify the fitness facility and the Tribe of any changes in membership, as set forth in the fitness facility’s policies and procedures.
5. The Tribe strongly urges Tribal Member(s) to consult a physician to determine appropriate physical fitness activities. Some activities might be inappropriate, unhealthy, or too strenuous for an employee.
6. Tribal Member(s) engage in physical fitness and other activities at _____ (name of facility) at their own risk. Tribal Member(s) agree to hold harmless and indemnify the Coquille Indian Tribe and its officers, employees, agents, and Tribal Council representatives (referred to collectively in this paragraph as the “Tribe”) from any liability, claim, or judgment in any way related to my fitness activities authorized under this Agreement. Without limitation, this hold harmless and indemnification agreement includes the Tribal Member’s(s’) duty to pay all reasonable legal costs incurred by the Tribe to defend any such liability, claim or judgment.
7. Nothing in this Agreement waives the sovereign immunity of the Coquille Indian Tribe or of any Tribal officer, employee, agent, representative or elected official.

8. No delay or omission by the Tribe to exercise any right, power or remedy accruing under this Agreement shall be construed to be a waiver of any breach or acquiescence therein. A waiver in one or more instances to exercise any right, power or remedy accruing under this Agreement shall apply only to the particular instance or instances, and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but every term, covenant, provision or condition establishing the right, power or remedy shall survive and continue to remain in full force and effect.

9. This Agreement contains the entire agreement between the parties.

10. Tribal Member(s) release the Coquille Indian Tribe from any and all liability—negligent or otherwise--related to participation in this policy by myself or any of my dependents. Participant(s) acknowledge that there are inherent risks in exercise and that they should consult a physician before engaging in an exercise program.

COQUILLE INDIAN TRIBE

By Tribal Member's Printed Name

Signature

____/____/____
Date

Tribal Spouse's Printed Name

Signature

____/____/____
Date

Tribal Children (Under the age of 18) (Print names below)

Parent or Guardian Signing on behalf
Of all children named above

Date

Tribal Authorized Representative

Date