

USAF Academy (USAFA) Fitness and Sports Center (Bldg. 5234)

Statement of Understanding and Compliance of Rules

1. I understand USAFA Base Fitness Center (Bldg. 5234) rules during utilization are:

- a. Twenty-Four-Hour access to the USAFA Base Fitness Center (Bldg. 5234) is available to all Active Duty and Reserve/Guard military members assigned to the USAF Academy. Additionally, Active Duty Dependents (18+) of personnel assigned to USAFA, Retirees and their dependents (18+), DoD Civilians (APF/NAF) and Contractors and their dependents (18+) may also be granted 24/7 access. All authorized patrons must be registered with the Main Fitness Center.
- b. Patrons acknowledge there will be no supervision or assistance during time of use and are expected to behave in accordance with good standards of conduct and discipline. Surveillance cameras will be recording activities within the USAFA Base Fitness Center 24/7. Actions such as theft, defacement or intentional damage to government property, sexual assault, any inappropriate behavior, and violation of rules will not be tolerated and are subject to punishment under the Uniform Code of Military Justice (UCMJ).
- c. Authorized patrons will scan access cards or DoD ID Card for entry.
- d. CAC/Access card sharing is strictly prohibited and will result in the loss of privilege. CAC/Access card sharing is viewed as theft of services and may be prosecuted in accordance with the UCMJ.
 - a. Report lost or stolen access cards immediately by calling 719-333-4522.
 - b. Lost or stolen access cards will be subject to a \$5 non-refundable fee for replacement.
- e. For patron safety and security, ensure front doors close securely following entry. All other doors **MUST** remain closed unless an emergency arises.
- f. Proper workout attire is mandatory. Tennis shoes are required.
- g. Access to the card reader's computer system is strictly prohibited.
- h. Patrons acknowledge that there may not be anyone on site to respond to an emergency. However, if assistance is needed, the emergency phone and emergency numbers are located by the main entrance door on the wall.
- i. For minor injuries – a first aid kit will be available on the countertop of the front desk.
- j. Patrons acknowledge the USAF Academy is not responsible for protection of personal property.
- k. In the event of severe weather, natural disaster or major accident, patrons will Shelter-in-Place in the locker rooms away from doors and mirrors. Shelter-In-Place kits are located in the staff break room. Please follow instructions within the kit.
- l. In the event of a power outage, all patrons will gather their belongings and exit the building promptly.
- m. Violation of the rules will result in loss of privileges and are subject to the UCMJ.

I certify that I have read and understand the rules during the use of the USAFA Base Fitness Center (Bldg. 5234), and I agree to abide by all of the terms of this statement of understanding.

Print Name: _____ Rank: _____ Unit: _____

Signature: _____ Date: _____

Access Card # _____ CAC/Access Card Expiration Date _____

USAF Academy (USAF A) Fitness and Sports Center (Bldg. 5234)

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

1. I, _____, hereby assume all risks for using USAFA Fitness Center. Including by way of example, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.
2. I certify that I am physically fit and have not been advised **to not** participate in any form of exercise by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my active participation in a rigorous workout.
3. **I certify that I am at least eighteen years of age. I understand that I am 100% responsible for the safety of anyone under the age of eighteen. They must be in direct supervision at all times.**
4. I acknowledge that this Accident Waiver and Release of Liability Form will be used by members of the 10th Air Base Wing Fitness Center employees, civilian and military, who are responsible for the facility and equipment I will use.
5. In consideration of my application and permitting me to participate, I hereby take action for myself, my executors, administrators, heirs, next of kin, and successors.
 - a. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this facility THE FOLLOWING ENTITIES OR PERSONS: The Department of Defense, the U.S. Air Force, the 10 ABW and/or their directors, officers, employees, volunteers, representatives, and agents.
 - b. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in subparagraph (5a) above from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise. I acknowledge that the above-listed entities or persons are NOT responsible for the errors, omissions, acts, or failure to act of any party or entity conducting a specific activity on behalf of the US Air Force.
 - c. I acknowledge that this activity may test a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by facilities, temperature, and weather, condition of participants, equipment, and actions of other people. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.
6. I understand while at the USAFA Fitness Center; I will be monitored and recorded by a CCTV system at all times. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the Department of Defense (DoD), the U.S. Air Force, the 10 ABW and/or their directors, officers, employees, volunteers, representatives, and agents. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
7. Cardiovascular machines, selectorized resistance machines and dumbbell exercise equipment and apparatus, may have inherent dangers and may be hazardous. I fully realize, understand and appreciate the risks associated with the use of the facility. Said risks include, but are not limited to:
 - a. Broken bones, strains, sprains or bruises.
 - b. Dizziness, nausea or concussion
 - c. Heart-related illnesses' (abnormal heart events; abnormal blood pressure; heart attack), stroke
 - d. Shortness of breath, faintness or death.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name

Participant's Signature

Age/Birthday

Date