

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. DoD civilians, NAF employees, Contractors, Dependents & Retirees may be granted access to the USAFA Base Fitness Center to include 24 hour access. All authorized patrons must be registered with the Main Fitness Center to obtain access.
- 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. **Patrons are not authorized to spend the night in the facility. All lockers are considered daily use only. Personal locks will be removed after 24 hours with all items being inventoried and placed in lost and found. Patrons can retrieve personal items during normal business hours (0700-1700). Patrons will not be reimburse for personal locks being cut off.**
- d. Authorized patrons will scan access cards or DoD ID Card once for entry at the main entrance only.
- e. CAC sharing is strictly prohibited and will result in the loss of privilege. CAC sharing is viewed as theft of services and may be prosecuted in accordance with the UCMJ.
- f. For patron safety and security, ensure front doors close securely following entry. All other doors **MUST** remain closed unless an emergency arises.
- g. Proper workout attire is mandatory. Tennis shoes are required.
- 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 wall of the main room.
- 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.

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: _____

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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 (18) years of age and that I will not escort anyone who is under 18 years of age into the facility.
4. I acknowledge that this Accident Waiver and Release of Liability Form will be used by members of the 10th Air Base Wing (10 ABW), 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 sub-paragraph (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.

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Print Participant's Name

Participant's Signature

Age/Birthday

Date