

After-hour use of 934th Airlift Wing Fitness Center

I, _____, hereby assume all risks for using the 934th Airlift Wing Fitness Center after normal business hours. 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. This includes any dependent children under the age of 18 that accompany me.

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.

I certify that I have read and signed the Statement of Understanding (SOU) and fully understand and agree to the terms.

I acknowledge that the Accident Waiver and Release of Liability Form will be used by members of the 934th Airlift Wing, and fitness center employees, both civilian and military, who are responsible for the facility and equipment, I will use when taking part in after-hours use of the fitness center.

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 and/or dependent children(s) 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 934th Airlift Wing 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 (a) 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.

I understand at the 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, the U.S. Air Force, the 934th Airlift Wing 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.

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 _____

Print Participants dependent Children(s) Name(s) _____

Signature _____

Age/DOB (mm/dd/yyyy) _____

Date _____

Phone Number _____

**934th Airlift Wing Fitness Center Unmanned Fitness
Center Access
Statement of Understanding (SOU) and Assumption of Risk**

**READ CAREFULLY – THIS AFFECTS YOUR ABILITY TO ACCESS THE 934 AW
FITNESS CENTER (FC)**

Compliance with Rules:

I understand and agree that my access as well as any accompanied dependents under 18, to the 934 AW Fitness Center during unmanned hours is a privilege governed by this Authorization. I agree to abide by the terms and conditions of this SOU. I understand that failure to comply with the SOU will result in revocation of access privileges during unmanned hours.

As an authorized user, I agree to abide by all fitness center rules and unmanned hours rules, which will be posted at the fitness center and may be amended from time to time at the sole discretion of the Fitness Center Director.

Initial by all Bullets - Fitness Center Rules During Unmanned Hours:

I understand:

- ❖ I will read/sign this SOU/Assumption of Risk Waiver prior to my issued card being activated.
- ❖ Only Active Duty (AD) military, Guard/Reserve, retirees, family members 18 years and older and **DoD Civilians** will have access to the FC. **Dependent Children ages 6-17 are authorized as long as directly supervised by the parent/guardian.**
 - No children under the age of 6 allowed at any time.
 - Youth ages 6-12: Can only be participate with parent/guardian in the basketball court area.
 - Youth ages 13-17: Can participate in all approved after-hours areas as long as directly working with parent/guardian
- ❖ I am **not** permitted to have guests in the facility during unmanned hours.
- ❖ There will be no supervision or assistance during unmanned hours and I am expected to behave in accordance with military rules and standards. Surveillance cameras will record activities within the FC during unmanned hours. Violations will not be tolerated. The sponsor will be held responsible for the conduct of family members.
- ❖ Holding or propping the door open is **STRICTLY PROHIBITED** and will result in the loss of my privilege; I will ensure that the door closes securely following my entry. Sharing my Fitness Access Card is considered theft of services and will be prosecuted IAW the UCMJ and/or any applicable federal and/or state laws. All other doors will remain closed unless needed for an emergency.
- ❖ “Tail Gating” (i.e. accessing the FC, without scanning one’s Fitness Access Card, via the scan of another individual’s Fitness Access Card) is **STRICTLY PROHIBITED**. All members must scan in with their Fitness Access Card; failure to do so will result in immediate loss of privilege.
- ❖ Access will be granted to authorize users for twelve (12) months at a time. The Fitness Center Director/designee has the right to terminate my privileges at any time without notice.
- ❖ As an authorized user of the FC, if I am in the facility prior to closure and desire to remain in the facility, once it closes, I must follow the directions of the FC staff and show my 24 hours access card to continue working out.
- ❖ I will ensure that upon gaining entry or exiting the facility, the door closes securely behind me. All other doors and windows **MUST REMAIN CLOSED** except for in cases of an emergency. The designated entry/exit door is the only authorized entrance after normal operating hours.
- ❖ Areas that are **not** available for use will be locked or clearly marked as *restricted*.
 - *Locked and restricted areas include but are not limited to: FC offices, classroom, racquetball court, and area behind the front desk.*

- ❖ Surveillance cameras will record activities within the FC and **VIOLATIONS** will not be tolerated. I understand cameras will be closely monitored. Incidents in the FC during unmanned hours and action such as theft, defacement or intentional damage to government property, sexual assault, inappropriate sexual behavior, nefarious behavior, and violation of rules will not be tolerated and members are subject to punishment under the UCMJ and/or any applicable federal and/or state laws.
- ❖ I understand that 934 AW is **not** responsible for my personal property.
- ❖ Equipment must remain inside the FC and will not be taken outside under any circumstances.
- ❖ I agree to report any misuse, abuse, or violations of FC policies to the FC staff at the earliest possible opportunity.
- ❖ I am aware that if I or my dependent child become injured or have any other medical emergency or event, that there is no guarantee someone will be on site to respond to this emergency. If I need assistance, there are phones located at the front desk, lobby and free weight area in the equipment room, call 911.
- ❖ To report any issues with the facility (HVAC, burned out lights, broken doors or windows, etc.) or other customers, call the BDOC 713-1101/1102
- ❖ It is highly encouraged that I utilize the Buddy System for usage of the FC during non-staffed hours.
- ❖ **I am highly encouraged to use the Buddy System if doing any weightlifting**
 - Free weights: A spotter is **required** when using free weights; if no spotter is available, I will use a power cage and preloaded weightlifting equipment only.
- ❖ In the event of severe weather, I will proceed to the alternate Shelter-in-Place location (*see* posted signs) until the severe weather has passed and use the Wingman Concept to assist any other FC patrons.
- ❖ In the event of a power outage, the facility will close immediately, and I am to gather my belongings, exit the building promptly, and use the Wingman Concept to assist others.
- ❖ I understand all electronic devices will be used with headphones/ear buds.
- ❖ If you lose your Fitness Center Access Card, you are required to report the loss to the fitness center the next duty day of normal operation.
- ❖ I hereby acknowledge and agree that the Department of Defense, the United States Air Force Reserve Base, 934 AW Minneapolis MN and the fitness center or its staff, are not responsible for member's safety during unmanned hours and the member assumes all risks associated with using the fitness center during those times for themselves as well as any dependent children with them.
- ❖ Violation of the rules will result in loss of privileges for a minimum of one year and subject me to prosecution under the UCMJ and/or any applicable federal and/or state laws.

I am / I am not familiar with how to safely operate all fitness equipment available during unmanned hours. If not, an equipment orientation is required before using facility after-hours.

Orientation Date: _____

An orientation is required for the Shelter-in-Place/Emergency procedures/information, phone, Automated External Defibrillator (AED), first aid kit with instructions.

Orientation Date: _____

I CERTIFY I HAVE READ AND UNDERSTAND THIS SOU/ASSUMPTION OF RISK. I AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS SOU/ASSUMPTION OF RISK. FURTHERMORE, I UNDERSTAND THAT UNMANNED ACCESS TO THIS FACILITY IS A PRIVILEGE THAT CAN BE REVOKED AT ANY TIME.

I have been briefed on the Fitness Center's Operational and Emergency Procedures.

Rank/Name: _____ **Unit:** _____

For Dependents, Sponsor's Name/Unit: _____

FS Staff Member Signature: _____ Date: _____