



# MCVEIGH SPORTS & FITNESS CENTER

## 24/7 FITNESS ACCESS – RELEASE OF LIABILITY



Circle One:      Active Duty                      Family Member                      Retiree                      DoD Civilian

**Applicant Name** (Last, First, MI): \_\_\_\_\_

\*SPONSOR'S Rank/Name (Last, First, MI): \_\_\_\_\_

\*SPONSOR'S Unit: \_\_\_\_\_      \*SPONSOR'S Email: \_\_\_\_\_

\*\*Unit CDR or 1SG Rank/Name: \_\_\_\_\_

\*\*Unit CDR or 1SG Phone: \_\_\_\_\_      \*\*Unit CDR or 1SG Email: \_\_\_\_\_

\*Dependents must list sponsor's info; \*\*Active Duty and DoD Civilians must complete

\_\_\_\_\_ I understand and agree that my access to the McVeigh Sports & Fitness Center (MSFC) during unmanned hours is a privilege, which can be taken away for violation of any rules or policy.

\_\_\_\_\_ I affirm I am an authorized patron as defined by [AR 215-1, Chapter/Table 7-1], who is over the age of 18 (Active Duty may be 17), and approved by the Installation Commander and must register for access to the MSFC during unmanned hours and I am responsible to report any misuse, abuse or violations to the appropriate authorities or the MSFC staff.

\_\_\_\_\_ I understand patrons who wish to access the facility during unmanned hours will register their Common Access Card (CAC)/proxy card with MSFC Staff and will sign a Release of Liability and this User Agreement prior to participating in any activity in the MSFC during unmanned hours.

\_\_\_\_\_ I understand registered users will scan their CAC/proxy card for entry at the main 24/7 entrance to the MSFC prior to entering the building. All other doors will remain closed unless needed for an emergency. If in the MSFC when manned hours are ending, registered patrons will exit the facility. Once the facility is cleared and secured then patrons may reenter the MSFC. Patrons will be required to scan their access card at the main 24/7 entrance to reenter the facility for after-hours access. If a patron who signed up for the program is unable to gain access, they must contact the front desk staff during staffed hours to check their current authorization status.

\_\_\_\_\_ I understand patrons who purchase a proxy card to attain access to the MSFC after hours are responsible for the safe keeping of their card. In the event a member loses or misplaces his/her proxy card, the following steps will be taken: 1st offense, the member will be required to purchase a replacement card, 2nd offense, the member can purchase card after 30 days, 3rd offense, the member can purchase a card after one year.

\_\_\_\_\_ I understand holding or propping the door open is strictly prohibited and will result in the loss of my 24/7 fitness access privileges. I will ensure that the door closes securely following my entry and departure. 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.

\_\_\_\_\_ I understand areas which are not available for use will be locked or clearly marked as restricted/ staff only: I will not attempt to access locked or restricted areas during unmanned hours. Locked or restricted areas, include but not limited to: saunas, supply rooms, staff offices, and the front desk area.

\_\_\_\_\_ I understand there is no supervision or staff assistance during unmanned hours and I will behave in accordance with military rules and standards. Surveillance cameras will record activities within the MSFC during unmanned hours. Actions such as theft, defacement or intentional damage to government property, sexual harassment/assault, use of alcohol, or other violations will not be tolerated and will be submitted to the MPs for processing.

\_\_\_\_\_ I understand a "Smart Book" is located at the table near the main entry doors. Please use this book to report any maintenance issues with the facility (e.g. HVAC, burned out lights, broken equipment, doors, or windows, etc.). Rules and emergency numbers can also be found in this book.

\_\_\_\_\_ I understand a spotter and clamps are **mandatory** when using free-weight bars to prevent injuries (power lifts do not require use of a spotter but a buddy should be present in case of injury). If a spotter is not available, selectorized equipment should be used. Powder or chalk is **NOT** authorized to be used in the weight room. It is recommend to use cardiovascular and selectorized equipment versus free-weights, to mitigate user risks of injury. Max-weight attempts on any exercise or exercising above one's training limits and experience is prohibited during unmanned staff hours.

\_\_\_\_\_ I understand there may not be anyone on site to respond to an emergency situation. In case of an emergency or need for assistance, a cell phone is not needed to call for assistance but is recommended to be carried on my person since there is a large distance between the main phone location and the furthest point in the facility. An Automated External Defibrillator (AED) is also located in the Cardio Room near to the hallway leading to the weight room; on the left hand side. The use of the "Buddy System" is highly encouraged; therefore, individuals are recommended to have at least one other authorized workout partner with them during unmanned hours.

\_\_\_\_\_ In the event of a power outage, all patrons will gather their belongings and exit the building promptly after insuring no one is injured. Personnel will coordinate as a group to ensure everyone gets out safely. The ranking service member will take charge and ensure all personnel have safely exited the building.

\_\_\_\_\_ I understand in the event of a Natural Disaster, Major Accident, CBRNE incident or active shooter, I will execute lockdown or evacuation procedures, whichever is warranted for the incident at hand. The highest ranking member will take charge during lockdown situations and proceed to contact his/her Unit Combatant Command for further instruction.

\_\_\_\_\_ I understand and agree that I may be held liable for damage I cause to the equipment or physical infrastructure of the MSFC.

\_\_\_\_\_ I understand and acknowledge that the United States Government, Joint Base Lewis-McChord, all administrative subdivisions and agencies thereof, and the respective personnel and employees thereof are not responsible for any of my personal property that is damaged, lost or stolen while in or around the McVeigh Fitness Center. Recommend patrons bring their own lock to secure their items.

\_\_\_\_\_ I understand any violation of the rules and standards of conduct that are incompatible with DoD and federal regulations will result in loss of privileges. All inquiries of loss of privileges must be done in person. Active Duty, Guard, Reserve, Retirees, and DoD civilians will have a representative of their senior command team present. Family members will have their sponsor present.

\_\_\_\_\_ I understand and certify that I have read and understand the rules during unmanned hours in the McVeigh Fitness Center and I agree to abide by all of the terms of this statement of understanding. If I am found in violation of any rule, the following penalties will be invoked (unless otherwise stated in this form). **1st offense: 30 day 24/7 Access suspension; 2nd offense: 90 day 24/7 Access suspension; 3rd offense: 1 year 24/7 Access suspension**

\_\_\_\_\_ I am familiar with safe operations of all fitness equipment available during unmanned hours. I will request an equipment orientation if I am NOT familiar before using the 24/7 facility.

\_\_\_\_\_ I affirm an orientation was conducted for the Emergency/Safety Zone/Emergency procedures/information, Phone, Automated External Defibrillator (AED), first aid kit with instructions.

\_\_\_\_\_ I affirm I have received the necessary vaccinations to be in compliance of the full vaccination series of COVID-19 preventions and have proof of receiving. I understand that hand sanitation must be completed upon entry to facility and proper facial coverings/masks are required to be worn to access facilities. Please remember to social distance and wipe down equipment during unmanned operating hours.

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

### McVEIGH FITNESS CENTER STAFF PROCESSING

Fitness Center Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CAC Barcode or Proxy number: \_\_\_\_\_ DODID expiration: \_\_\_\_\_

# McVeigh Sports & Fitness Center

## Assumption of Risk of Injury and Waiver of Claims

**Prescribing Directive:** 10 USC 2733, 28 USC 2671-2680, AR 27-20

**Authority:** Title 10, USC 3012. Principal Purposes: To release the United States Government, Department of the Army, Joint Base Lewis-McChord, and the agents, employees, and contractors thereof from any and all liability arising from or incident to participation in the McVeigh Sports & Fitness Center.

Mandatory or Voluntary Disclosure and Effect on Individual Not Providing Information: Voluntary; however, if information is not provided, participation in the McVeigh Sports & Fitness Center may be denied.

### By Signing below

I do affirm I do not have the following conditions listed in the following paragraph: heart trouble/palpitations, pain in my chest when conducting physical activity; in the last month I have not had pain in my chest; lost my balance because of dizziness; periods of loss of consciousness; been diagnosed with high blood pressure; bone or joint problems that may worsen with physical activity; **any** other reason why you should not exercise. I have consulted with a medical professional on such conditions who has cleared (given permission) so I may conduct physical activities. I represent that I am in good physical health and have no symptoms, medical conditions, impairments, or diseases that might be aggravated, worsened, or induced by my intended use of the PFC. If I have any health or medical concerns now or after I register, I will immediately discontinue my use of the PFC until I am cleared for physical activity by a physician. I affirm that I will abide by conditions and limitations set forth by my medical provider. I agree not to engage in a use of the PFC that will result in self-injury.

In consideration of access to the PFC and use of the exercise equipment and facilities provided by PFC, the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the PFC, United States Army and United States Government, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said equipment and facilities. I expressly agree to indemnify and hold the Physical Fitness Center, the United States Government harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me. I agree to be solely responsible for safety and well-being of myself. I hereby consent to emergency treatment in the event of my injury or illness. I acknowledge that I have no medical history or condition that would preclude me from participating in McVeigh Sports & Fitness Center's 24/7 program on Joint Base Lewis-McChord.

I understand that the PFC does not provide supervision, instruction, or assistance for the use of the facilities and equipment during 24/7, unstaffed and unmanned hours. Participation in McVeigh Sports & Fitness Center's 24/7 program includes, but is not limited to; the risk of death or serious injury, cuts, scrapes and bruises, broken bones, twisted ankles, sprains, pulled or strained muscles, knee and other joint injury, heart attack, and stress-related injury resulting from: the risks/hazards of physical exertion over a prolonged period, dehydration, colliding with other participants, dropping weights, falling or tripping, or the conduct of other participants, including their negligence or willful misconduct. I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death. I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I certify that I will abide by all standard operating procedure, rules and regulations, policies, safety and the direction of the McVeigh Sports & Fitness Center staff & management. I further acknowledge that failure to abide by all rules and the direction of the McVeigh Sports & Fitness Center staff may result in my being disqualified from participating in the McVeigh Sports & Fitness Center 24/7 program, other fitness centers 24/7 programs, and MWR activities on Joint Base Lewis-McCord.

I also agree to release the United States and the United States Army from any and all liabilities, claims, and causes of action, based on or arising from negligence or gross negligence on the part of the United States Army, Joint Base Lewis-McChord, and its agents and employees/contractors.

I agree to comply with all rules imposed by the PFC regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. Patrons are highly encouraged to

**McVeigh Sports & Fitness Center**  
**Assumption of Risk of Injury and Waiver of Claims**

exercise with someone. A spotter is required when using free weight bars. I understand that each patron is required to swipe their CAC for entry and secure the door so the next patron can swipe their CAC for entry. I understand and agree that the PFC is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises. I acknowledge that I have read and understand the provisions of this release and understand that it is binding upon myself and my assigns, heirs, executors, beneficiaries, family members, and derivative claimants. I acknowledge that I am accepting any and all risks associated with contracting COVID-19 and I am pursuing greater risk during unmanned hours.

I further acknowledge that all public areas of McVeigh Sports & Fitness Center are under video surveillance, which may be used against me should I be found in violation of this agreement. I understand that violation of the rules outlined in Release of Liability Form will result in loss of privileges.

Name (Last, First MI): \_\_\_\_\_

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