

RELEASE OF LIABILITY

READ CAREFULLY—THIS AFFECTS YOUR LEGAL RIGHTS

I understand and agree that my access to the USAG Humphreys Fitness Center during unmanned hours is a privilege governed by this Statement of Understanding. 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.

If you or the Family member(s) for whom you are requesting access to the 24/7 Fitness Center have any qualifying convictions for offenses listed under 42 USC 16911 or Army Regulation 27-10, you are not allowed to access the 24/7 USAG Humphreys Fitness Center during unmanned hours. Please do not proceed further if this paragraph above applies to yourself or your dependent applicants.

By my initials below, I express my understanding of, and agreement to the following:

- I will register my Identification Card and sign this form prior to accessing the USAG Humphreys Fitness Center during unmanned hours. _____
- All current authorized patrons defined by AR 215-1, Army Military Morale, Welfare, and Recreation (MWR) Programs, approved by the installation Commander, and over the age of 18 (Active Duty can be age 17) may access the USAG Humphreys Fitness Center during unmanned hours. By accessing the facility, I agree to report any misuse, abuse or violations of USAG Humphreys Fitness Center policies to the Military Police or the fitness center staff. _____
- I will watch the 24/7 orientation video at the following link:
<https://www.youtube.com/watch?v=4ec2HDBg0Ow&t=10s> The video link only works on commercial internet connection. _____
- I will swipe my CAC/ Fitness Access card for entry, and my entry will be logged in the USAG Humphreys Fitness Center database. If I am in the facility when manned operating hours cease, I will exit the facility and swipe back in for accountability. _____
- I WILL ENSURE THAT NO PERSON (FAMILY, FRIEND, STRANGER, etc.) WILL ENTER BEHIND ME WITHOUT THE ACCESS DOOR CLOSING FIRST. NOT DOING SO WILL RESULT IN LOSS OF PRIVILEGE. _____
- HOLDING OR PROPPING THE DOOR OPEN IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE LOSS OF MY PRIVILEGE. SHARING MY CAC AND OR ID CARD IS CONSIDERED THEFT OF SERVICES FROM USAG HUMPHREYS AND WILL BE PROSECUTED. _____
- For safety and security, I will ensure the FRONT DOOR SECURLY CLOSES FOLLOWING MY ENTRY. All other doors WILL REMAIN CLOSED unless needed for an emergency. _____

- 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 (CCTV) will record activities within the USAG Humphreys Fitness Center during unmanned hours. Violations of USAG Humphreys Fitness Center policies will not be tolerated. As the sponsor, I am responsible for the conduct of my dependents._____
- Areas that are not available for use will be locked or clearly marked as restricted._____
- Equipment must remain inside the fitness center and will not be taken outside of the facility under any circumstances. Any broken equipment must be logged in the binder provided at the 24 hour door. No weighted equipment shall be brought on the basketball court._____
- I will identify and assess potential risks before engaging in any activity and will take reasonable precautions to mitigate risk of injury, including exercising with someone or using cardiovascular and selectorized equipment. Patrons are highly encouraged to use the buddy concept._____
- A spotter is required when using free-weight bars. If a spotter is not available, a power cage WILL be used. Additionally, I understand it is highly recommended not to exercise above my training limits and experience. _____
- USAG Humphreys Fitness Center is not responsible for my personal property._____
- 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 UCC for further instruction._____
- Violation of this SOU and Assumption of Risk could result in loss of my privileges and subject me to further discipline._____
- ROPES WILL NOT BE CLIMBED WITHOUT ANOTHER PERSON PRESENT._____
- ROCK WALL IS COMPLETELY OFF LIMITS TO ALL INDIVIDUALS._____

ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS:

- In consideration of access to the USAG Humphreys Fitness Center and use of the exercise equipment and facilities provided by USAG Humphreys, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that USAG Humphreys, United States Army and United States Government, and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the

USAG Humphreys. By 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 USAG Humphreys, 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 the use of said equipment and facilities. I expressly agree to indemnify and hold the USAG Humphreys, United States Army and 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 understand that the USAG Humphreys Fitness Center does not provide supervision, instruction, or assistance for the use of the facilities and equipment during unmanned hours._____
- I agree to comply with all rules imposed by the USAG Humphreys 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._____
- 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 the USAG Humphreys Fitness Center is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises._____
- 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._____

PREEXISTING MEDICAL CONDITIONS.

- 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 USAG Humphreys Fitness Center. If I have any health or medical concerns now or after I register, I will immediately discontinue my use of the fitness center until I am cleared for physical activity by a physician. I agree not to engage in a use of the fitness center that will result in self injury._____

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Signature:

Date:

Sponsor Rank/ Name:

Unit:

Duty Phone:

DEROS:

Dependent Name:

(Only if dependent is purchasing a fitness 24/7 access card)

USAG Humphreys MWR Staff Member Signature:

Staff Member Name:

Date: