

MWR FITNESS CENTER PANAMA CITY

UNSTAFFED FITNESS CENTER REGISTRATION AND HOLD HARMLESS AGREEMENT

Privacy Statement

AUTHORITY: 10 U.S.C. 5013, Secretary of the Navy; 10 U.S.C. 5041, Headquarters, Marine corps; 26 U.S.C. 6041; CNIC Instruction 1710.X, Operations of Morale, Welfare and Recreation Programs 2013; NAVSO P-3520, Financial Management Policies and Procedures for Morale, Welfare and Recreation Programs; and E.O. 9397 (SSN).

PRINCIPAL PURPOSE: To administer programs devoted to the mental and physical well-being of Department of Navy personnel and other authorized users; to enable fitness/sports facility personnel to determine the appropriate level of activity participation; to provide on-base emergency personnel with medical information regarding the emergency.

ROUTINE USES: The information will only be accessed by MWR fitness staff or command personnel on matters related to unsupervised fitness center access.

DISCLOSURE OF INFORMATION: For official use only and shared only with those with official need to know.

FIRST AND LAST NAME:	CELL PHONE NUMBER:	
HOME ADDRESS - CITY/STATE/ZIPCODE:	WORK TELEPHONE NUMBER:	
EMAIL ADDRESS:		
DOD AFFILIATION:	RANK:	COMMAND:
NAME OF EMERGENCY CONTACT AND RELATIONSHIP TO PATRON:	EMERGENCY CONTACT CELLPHONE NUMBER:	
SIGNATURE:	DATE:	
ACCESS GRANTED BY:	DATE:	
STAFF ONLY (All incidents/accidents shall be reported up the chain of command)		
ACCESS REMOVED BY:	DATE:	
NOTE:		
ACCESS REMOVED BY:	DATE:	
NOTE:		

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

PATRON LAST NAME:

INSTALLATION/LOCATION:

NSA PC/MWR FITNESS CENTER

I understand and acknowledge that by signing below, I am legally agreeing to all the following statements in exchange for being permitted to use the Navy Morale, Welfare and Recreation (MWR) Unmanned Fitness Center, Panama City.

1. **I understand that using the Navy MWR Unstaffed Fitness Center is an extremely hazardous activity.** I acknowledge that using the Navy MWR Unstaffed Fitness Center can be an extreme test of my physical and mental limits that carries with it inherent risks of physical injury that cannot be eliminated completely, including but not limited to, an above-average risk of death and/or serious injury. Performing various exercises alone is especially hazardous and brings with it unique dangers that may not be known prior to their occurrence.

2. **I expressly, knowingly and voluntarily assume all the risks of using the Navy MWR Unstaffed Fitness Center.** I understand and acknowledge that these risks include but are not limited to falls; drops; illness; infection; dehydration; heat injuries; exhaustion; strained or pulled muscles; broken bones, bruises, cuts, scratches, and other bodily injuries. I understand and acknowledge that these risks may cause harms including, but not limited to: bodily injury, ranging from minor to severe; illness or infection, ranging from minor to severe; temporary or permanent disability; paralysis; death; and property damage or loss, I understand that the risks of using the Navy MWR Unstaffed Fitness Center may be caused in whole or in part by: my own actions or inactions; the actions or inactions of other participants; the actions or inactions of spectators or other pedestrians; and/or the acts, inactions, or negligence of the Released Parties (as defined below). I agree that prior to using the Fitness Center I will inspect the facilities, equipment and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel and take actions to protect myself and others. I accept full and sole responsibility for the condition and adequacy of my equipment and my assessment of all apparent aspects of the facilities and areas to be used, even those to which I was granted no prior knowledge. I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of using the Unstaffed Fitness Center.

3. **I agree that it is my responsibility to determine whether I am sufficiently fit, healthy, skilled and physically trained to safely use the Navy MWR Unstaffed Fitness Center.** I hereby represent that I am in good health and in proper physical condition to safely participate in the physical fitness exercises and use the Unstaffed Fitness Center. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely use the Unstaffed Fitness Center, or that would result in my participation creating a risk of danger to myself or to others. I further certify that I have not been advised or cautioned otherwise by a medical practitioner.

I understand that using the Unmanned Fitness Center can be such a test of human physical and mental limits that I may not be able to safely complete it, even if I am sufficiently fit, healthy, skilled and physically trained to safely participate. I understand that it is my responsibility to continuously monitor my own physical and mental condition while at the Unmanned Fitness Center. I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.

I understand that I am strongly advised to consult a medical practitioner before participating, especially if I am pregnant, disabled, or have recently suffered any illness, injury, or impairment. I attest that I am covered by medical insurance, individually or as part of an organization. I will not use the Unstaffed Fitness Center if I am not covered by medical insurance at such time.

4. **I assume full responsibility for any injury, loss or damage associated with my use or consumption of alcohol and for drugs at any point during my use of the Unstaffed Fitness Center.** I understand the dangers associated with the use or consumption of alcohol and/or drugs and I recognize that such use or consumption might impair my judgment and motor skills. I certify that I am not and will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely use the Unstaffed Fitness Center. I assume full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property associated with my use or consumption of alcohol and/or drugs at any point during my use of the Unmanned Fitness Center.

I further understand that the risks and dangers described in the paragraph above include but are not limited to all risks and dangers associated with the consumption of alcohol before, after, or during my use of the Unstaffed Fitness Center. I understand that the use of the Unstaffed Fitness Center is an extreme test of mental and physical fitness and that the risks and dangers of consuming alcohol before, after, or during such a test may be magnified. I take full responsibility for any decision to consume alcohol before, after, or during my use of the Unstaffed Fitness Center and I understand that it is my responsibility to know my own limits. I also understand that the responsibility for injury, loss or damage that assumed in the paragraph above includes but is not limited to full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property associated with any such decision to consume alcohol. I hereby indemnify and agree to hold harmless the Released Parties (as defined below) from any injury, loss, or damage described in this section.

5. **I agree to abide by the rules of the Navy MWR Fitness Center and to comply with the directions and instructions of the MWR personnel and hosting installation staff.** I agree to become familiar with and abide by all written and/or posted rules of the Unstaffed Fitness Center, as well as written and/or posted rules of any venue site, facility, or location. I further agree to comply with all directions, instructions and decisions of Navy MWR personnel, including but not limited to instructions or directions relating to the manner of my safety while using or continued use of the Unstaffed Fitness Center at any time. Except as otherwise prohibited by law, I agree not to challenge these rules, directions, instructions, or decisions on any basis at any time and I acknowledge that they are reasonable and necessary to reduce risk; protect the safety of others using the Unmanned Fitness Center.

AGREEMENT, WAIVER, RELEASE OF CLAIMS, WARNING OF RISK AND ASSUMPTION OF RISK.

In addition to the above, I specifically acknowledge and agree to abide by the following rules during my use of the Navy MWR Unstaffed Fitness Center:

- Only current authorized patrons, as defined by the Installation Commander, 18 years or older, will have access to the Fitness Center, during unstaffed hours.
- All authorized patrons, 18 years or older must request access and be registered, using this form, from the Fitness Center.
- Registered users are NOT permitted to bring guests into the facility during unstaffed hours.
- Patrons acknowledge that there will be no supervision or emergency assistance on site during unstaffed hours and are expected to behave in accordance with fitness center rules and within the standards of conduct and discipline.
- Surveillance cameras will record activities within the Fitness Center during unmanned hours. Actions such as theft, defacement or intentional damage to government property, sexual assault, inappropriate sexual behavior, and violation of rules will not be tolerated and are subject to punishment under the Uniform Code of Military Justice (UCMJ) and all other applicable laws and regulations.
- All existing rules for proper dress, machine usage, and etiquette remain in effect.
- All patrons must follow any directions given by installation officials (fire, police, or fitness center staff who may be present.)
- Access Card (i.e. CAC) sharing is strictly prohibited and will result in the loss of privilege. Access Card sharing is viewed as theft of services and may be prosecuted in accordance with the Uniform Code of Military Justice (UCMJ) and all other applicable laws and regulations.
- For patron safety and security, patrons must ensure that the door closes securely following entry. Valid government ID cardholders will not allow any other person to access when they enter. One ID card is valid for only that person's entry. "Piggybacking," is prohibited and will result in the loss of privileges for all identified parties. All other doors MUST remain closed unless there is an emergency.
- Cardiovascular equipment, dumbbells up to 100 lbs., adjustable benches and selectorized equipment in the fitness area are authorized for use.
- Patrons acknowledge that there may not be anyone on site to respond to an emergency. However, in case of any emergency or need for assistance, an emergency phone is located at the front desk of fitness center along with an AED. A first aid kit will also be available at the front counter.
- It is highly encouraged that patrons utilize the buddy system concept during Unstaffed hours. Patrons are advised that serious injuries, and fatalities, have occurred at Unstaffed fitness facilities that might have been avoidable if the buddy system had been utilized.
- Patrons acknowledge that the installation is not responsible for protection of personal property.
- In the event of severe weather, patrons may shelter-in-place in the Fitness Center facility until severe weather has passed.
- In the event of a power outage, all patrons will gather their belongings and exit the building promptly.
- Violation of any of these rules will result in loss of privileges and are subject to the Uniform Code of Military Justice (UCMJ) and all other applicable laws and regulations.
- Use of the saunas, spin cycle storage room, laundry room, and any office spaces (including areas behind the front desk) are strictly prohibited.

6. **I consent to receive medical care and treatment as determined by emergency medical personnel.** In the event of my injury, accident, or illness, I consent to receive medical care and treatment as deemed advisable in the best judgment of emergency medical personnel and/or appropriate medical professionals. If necessary, I authorize these personnel to consent to such medical care and treatment on my behalf. I agree to assume liability for any and all medical costs incurred as a result of my use of the Unmanned Fitness Center that are not covered by my insurance, including but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs.

7. **I grant permission to the Department of Defense, the U.S. Navy, Commander, Navy Installation Command and/or their directors, officers, employees, volunteers, representatives, and agents to use my photograph and/or any other record of my participation in the events at the Unstaffed Fitness Center for any legitimate purpose.** I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured by the Department of Defense, the U.S. Navy, Commander, Navy Installation Command and/or their directors, officers, employees, volunteers, representatives, and agents and/or the media become their sole property. I grant the right, permission and authority to the Department of Defense, the U.S. Navy, Commander, Navy Installation Command and/or their directors, officers, employees, volunteers, representatives, and agents to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that the Department of Defense, the U.S. Navy, Commander, Navy Installation Command and/or their directors, officers, employees, volunteers, representatives, and agents, have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses. 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. Navy, and Commander, Navy Installations Command. I understand that I may be always monitored and recorded by a Closed-Circuit Television (CCTV) system while in the MWR Fitness Center. Notwithstanding the fact that the premises may be monitored, I understand that this does not in any way indicate or suggest that such monitoring will provide a safeguard in the event I am injured or placed in peril, nor is any guarantee that anyone will be able to come to my aid in the event of an accident or emergency.

8. **I hereby waive, release and forever discharge the Department of Defense, the U.S. Navy, Commander, Navy Installation Command and/or their directors, officers, employees, volunteers, representatives, and agents from any and all claims I may have arising out of my use of the Navy MWR Unstaffed Fitness Center. I covenant and agree not to sue the Department of Defense, the U.S. Navy, Commander, Navy Installation Command and/or their directors, officers, employees, volunteers, representatives, and agents for any such claims.** In consideration of being permitted to use of the Unstaffed Fitness Center, I hereby waive, release and forever discharge the following parties (the "Released Parties") from any and all Claims (as defined below): The Department of Defense, the U.S. Navy, Commander, Navy Installation Command and/or their directors, officers, employees, volunteers, representatives, and agents; all other persons or entities involved with the Navy Unstaffed Fitness Center, and representatives of any of the foregoing.

In consideration of being permitted to use the Navy MWR Fitness Center, I hereby waive, release and forever discharge the Released Parties from all of the following (the "Claims"): any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and noneconomic), and causes of action, of any kind or nature, which I have or may have in the future (including court costs, attorneys' fees and litigation expenses), that may arise out of, result from, or relate to my use of the Navy MWR Fitness Center or my travel to or from the Unmanned Fitness Center. I understand and acknowledge that these Claims include, but are not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, and property damage or theft; causes of action relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the site of the Unmanned Fitness Center or elsewhere); and claims for medical or hospital expenses.

I understand and agree that the foregoing waiver, release and discharge applies even if the Claims are caused by the negligent acts, omissions, or carelessness of any of the Released Parties. I understand that this waiver, release and discharge operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

9. **I hereby agree to indemnify, defend and hold harmless the Department of Defense, the U.S. Navy, Commander, Navy Installation Command and/or their directors, officers, employees, volunteers, representatives, and agents from any and all expenses incurred, and claims made that relate to my breach of this Agreement.** I hereby agree to indemnify, defend and hold harmless The Department of Defense, the U.S. Navy, Commander, Navy Installation Command and/or their directors, officers, employees, volunteers, representatives, and agents from any and all expenses incurred and all claims made by myself or others (including but not limited to court costs, attorneys' fees and litigation expenses) that arise out of or result directly or indirectly from my breach or failure to abide by any part of this agreement, my failure to follow any rules or directions as defined in Section 5 above, and/or any of my actions or inactions which cause injury or damage to any other person or property.

I understand that this agreement to indemnify, defend and hold harmless operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

I understand and acknowledge that this Agreement is intended to be as broad and inclusive as is permitted under the law and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

SIGNING BELOW, I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

PATRON SIGNATURE:

PRINT NAME:

TODAY'S DATE:

STAFF ONLY

DATE OF REGISTRATION:

ACCESS EXPIRY DATE *ONE YEAR FROM REGISTRATION*

STAFF INITIALS: