

RELEASE OF LIABILITY

READ CAREFULLY—THIS AFFECTS YOUR LEGAL RIGHTS

I understand and agree that my access to the USAG Bavaria 24/7 fitness facilities during unmanned hours is a privilege governed by this SOU. 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.

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

- I will register my Common Access (CAC) / ID card and sign this form prior to accessing USAG Bavaria 24/7 fitness facilities during unmanned hours. Initials
- 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) and Youth ages 12-17 while under direct supervision of their parent or legal guardian may access the USAG Bavaria 24/7 fitness facilities. By accessing the USAG Bavaria 24/7 Fitness facilities, I agree to report any misuse, abuse or violations of the Fitness Facility unmanned hours policies to the Military Police and the fitness facility staff. Initials
- I am not permitted to have guests in the facility during unmanned hours. Initials
- 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 during unmanned hours. Violations of 24/7 fitness facilities unmanned hours policies will not be tolerated. As the sponsor, I am responsible for the conduct of my dependents. Initials
- I will swipe my CAC/ ID card for entry, and my entry will be logged in the 24/7 fitness facility unmanned hours database. If I am in the facility when manned operating hours cease, I will exit the facility and swipe back in for accountability. Initials
- Holding or propping the door open is strictly prohibited and will result in immediate loss of my privilege. Sharing my CAC/ID card is considered theft of services from 24/7 fitness facilities and will be prosecuted. Initials
- For safety and security, I will ensure the 24/7 fitness facility entrance door is securely closed following my entry. All other doors WILL remain closed unless needed for an emergency. Initials
- Areas that are not available for use will be locked or clearly marked as restricted. Initials
- I will not partake in horseplay or other conduct that may jeopardize others or my safety. Initials
- Equipment must remain inside the fitness center and will not be taken outside of the facility under any circumstances. Initials
- 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 fitness equipment. Patrons are highly encouraged to use the buddy concept. Initials
- A spotter is required when using free-weight bars. If a spotter is not available, a power cage with the safety arms WILL be used. Additionally, I understand it is highly recommended not to exercise above my training limits and experience. Initials
- 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. Initials
- Violation of this SOU and Assumption of Risk could result in loss of my privileges and subject me to further discipline. Initials

Unites States Army Garrison Bavaria
Garmisch, Grafenwoehr, Hohenfels and Vilseck 24/7 fitness facilities, Access during Unmanned Hours
ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS:

- In consideration of access to the USAG Bavaria 24/7 fitness facilities unmanned hours and use of the exercise equipment and fitness facilities, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that Unites States Army Garrison Bavaria, 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 Bavaria 24/7 fitness facilities. 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 Unites States Army Garrison Bavaria, 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 Unites States Army Garrison Bavaria, 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. Initials
- I understand that the USAG Bavaria 24/7 fitness facilities does not provide supervision, instruction, or assistance for the use of the facilities and equipment during unmanned hours. Initials
- I agree to comply with all rules imposed by the USAG Bavaria 24/7 fitness facilities 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. Initials
- I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death. Initials
- I am familiar how to safely operate all fitness equipment available during unmanned hours. Initials
- I understand and agree that the USAG Bavaria 24/7 fitness facilities are not responsible for personal property that is lost, stolen, or damaged while in, on, or about the premises. Initials
- 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. Initials
- I understand that I may be subject to an investigation for items found stolen or missing during the unmanned hours at which I am present. Initials
- **PRE-EXISTING 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 Bavaria 24/7 fitness facilities. 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. Initials

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

Rank: _____ Name: _____ Date: _____

Unit: _____

Duty Phone: _____ Email Address: _____

DEROS: _____ Signature: _____

Email completed form to: usarmy.bavaria.id-europe.list.mwr-24-7-gym-registration-tbfh@army.mil