**DEPARTMENT OF THE ARMY**

**INSTALLATION MANAGEMENT COMMAND HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT LEAVENWORTH**

**290 GRANT AVENUE UNIT 1**

**FORT LEAVENWORTH, KANSAS 66027-1292**

IMLV-MW 10 September 2021

MEMORANDUM OF UNDERSTANDING

SUBJECT: RELEASE OF LIABILITY FOR UNMANNED ACCESS TO GRUBER FITNESS CENTER (GFC)

1. The purpose of this Memorandum of Understanding is to ensure patron listed below is

aware of the requirements and expectations associated with granting privileges to access Gruber Fitness Center (GFC) during unmanned hours.

1. I, , understand and agree that my access to GFC

(Patron’s Name; PRINT)

during unmanned hours is a privilege governed by this Memorandum of Understanding (MOU). I agree to abide by the terms and conditions of this MOU. I understand that failure to comply with the MOU 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 Card (CAC) and sign this form prior to accessing the GFC during manned 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) may access the Gruber Fitness Center during unmanned hours. By accessing the facility, I agree to report any misuse, abuse or violations of GFC policies to the Military Police or the fitness center staff. \_\_\_\_\_\_\_\_

* 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 standard operating procedures. This includes any and all updated policy changes that are in effect during normal business hours. Surveillance cameras will record activities within GFC during unmanned hours. Violations of GFC policies will not be tolerated. \_\_\_\_\_\_\_

* I will swipe my CAC for entry, and my entry will be logged in the GFC database. If I am in the facility when manned operating hours cease, I will exit the facility and swipe back in for accountability. \_\_\_\_\_\_\_\_

* Holding or propping the door open is strictly prohibited and will result in immediate loss of my privilege. Sharing my CAC is considered theft of services from GFC and will be prosecuted. \_\_\_\_\_\_\_\_
* For safety and security, I will ensure the front door securely closes following my entry. All other doors WILL remain closed unless needed for an emergency. \_\_\_\_\_\_\_\_
* Areas not available for use will be locked, or clearly marked as restricted and I will not access these areas. \_\_\_\_\_\_\_\_
* 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 front desk. \_\_\_\_\_\_\_\_
* 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 recommended when using free-weight bars. If a spotter is not available, a power cage can be used. Additionally, I understand it is highly recommended not to exercise above my training limits and experience. \_\_\_\_\_\_\_\_
* Family & MWR and GFC are 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 MOU and Assumption of Risk could result in loss of my privileges and subject me to further discipline. \_\_\_\_\_\_\_\_

**ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS:**

In consideration of access to the GFC and use of the exercise equipment and facilities provided by GFC, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that GFC, 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 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 GFC. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and noneconomic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the GFC, 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 GFC, 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 GFC 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 GFC 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 GFC 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. \_\_\_\_\_\_\_\_

* 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 Gruber 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.**

Name (Print): Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Rank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unit: \_\_\_\_\_\_\_\_ Duty Phone: \_\_\_\_\_\_\_\_\_\_

I received an orientation from a fitness center staff member regarding emergency procedures / information, phone usage, Automated External Defibrillator (AED) and first aid kit with instructions.

Orientation Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I am \_\_\_ /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.

GFC Staff Member Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staff Member Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_