

4 May 18

ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS

As a condition of using the BPAC during unmanned hours:

_____ 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 BPAC during unmanned hours. If I have any health or medical concerns now or after I register for access, I will immediately discontinue my use of the BPAC until I am cleared for physical activity by my medical provider. I agree not to engage in a use of the Fitness Center that will result in self-injury.

_____ I acknowledge there is an inherent risk connected with any physical activity, including the dangers of physical injury and death, and the equipment made available during unmanned hours may cause cuts, bruises, sprains, muscle tears, broken bones, other trauma to body parts, and potentially death.

_____ I understand and agree that the Fitness Center will be unsupervised and that no personnel assigned to the Fitness Center or other employee will be on site to help me use the equipment or exercise in the manner that I choose to exercise, or provide immediate assistance in case I become ill, injured, or incur a life threatening emergency.

_____ I assume all risk of injury and waive all rights to pursue money damages, recovery of expenses, or fees, or any other relief as a result of injury or other loss occurring from my use of the Fitness Center during unmanned hours.

_____ In the event I am ill, injured, or incur a life threatening condition while at the Fitness Centers, I will hold harmless the United States Government, the United States Marine Corps, MCCS, and the respective personnel and employees thereof from all claims of any sort for damages or for other relief. I knowingly and voluntarily waive my right to make legal or equitable claims. I intend this assumption of risk and waiver of liability to apply to my family members, successors, heirs and assigns.

I am / am not familiar with how to *safely* operate all fitness equipment available during unmanned hours. If not, I will notify Barber Physical Activities Center (BPAC) staff to receive an equipment orientation before using facility after-hours.

Orientation Date: _____

I have read and understand the SOU and this Assumption of Risk/Waiver form and am fully aware of the published procedures required to utilize the BPAC during unmanned hours. A copy of the published procedures was made available to me.

Rank/Name _____ Unit: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

BPAC Staff: Name/Signature/Date: _____

****Protect What You've Earned, Work Out With a Buddy****