

### DEPARTMENT OF THE ARMY

## DIRECTORATE OF FAMILY AND MORALE, WELFARE AND RECREATION 2601 INDIANA AVE. FORT CAMPBELL, KY 42223

#### APPENDIX A: RELEASE OF LIABILITY FORM

- (1) I will register my Common Access (CAC)/ ID Card and sign this form prior to accessing the Physical Fitness Center during unmanned hours.
- (2) All current authorized patrons defined in 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 17) may access the PFC during unmanned hours. By accessing the facility, I agree to report any misuse, abuse, or violations of policies to the Military Police and the PFC staff.
- (3) I am not permitted to have guests in the facility during 24/7, unstaffed and unmanned hours.
- (4) There will be no supervision or assistance during 24/7, unstaffed and unmanned hours and I am expected to behave in accordance with military rules and standards. Surveillance cameras will record activities within the PFC during unmanned hours. Violations of policies will not be tolerated. As the sponsor, I am responsible for the conduct of my dependents.
- (5) I will swipe my CAC/ID card for entry, and my entry will be logged in the RecTrac database. If I am in the facility when 24/7 and Unstaffed operating hours cease, I will exit the facility and swipe back in to be logged in to the Rec Trac database.
- (6) 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 and will be prosecuted.
- (7) For safety and security, I will ensure the door securely closes following my entry. All other doors will remain closed unless needed for an emergency.
- (8) Areas that are not available for use will be locked or clearly marked as restricted.
- (9) I will not partake in horseplay or other conduct that may jeopardize others or my safety.

- (10) If the access system goes down, I will inform the phone number provided of the problem and understand that I may not enter the PFC. I understand that the problem will be addressed during normal duty hours.
- (11) Equipment must remain inside the PFC and will not be taken outside of the facility under any circumstances.
- (12) I understand that I can only bring PPE in the PFC during 24/7 or Unstaffed hours. PPE is considered weight belts, gloves, wrist wraps, knee sleeves, hydration and towels. No other personal fitness equipment is allowed.
- (13) 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, weight, or selectorized equipment. Patrons are highly encouraged to use the buddy concept.
- (14) A spotter is strongly recommended 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.
- (15) Ropes shall not be climbed without another person present.
- (16) 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 Unit Combatant Command for further instruction.
- (17) Violation of the Release of Liability Form could result in loss of my privileges and subject me to further discipline.
- (18) In consideration of access to the PFC and use of the exercise equipment and facilities provided by PFC, 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 herby fully and forever release and discharge the PFC, 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 of the use of said equipment and facilities. By the execution of this agreement, I expressly agree to indemnify and hold the PFC, the United States Government harmless

against any and all claims, demands, damages, rights of action or causes of action, any person or entity, that may arise from injuries or damages sustained by me. I agree to be solely responsible for my safety and well – being of myself.

- (19) I understand that the PFC does not provide supervision, instruction, or assistance for using the facilities and equipment during 24/7 and Unstaffed hours.
- (20) I agree to comply with all rules imposed by the PFC regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner and to refrain from using any equipment inconsistent with its intended design and purpose.
- (21) I understand and acknowledge that exercise equipment involves a risk of serious injury, including permanent disability and death.
- (22) I understand agree that the PFC is not responsible for personal property that is lost, stolen, or damaged while in, on, or about the premises.
- (23) I understand and agree that my use of the facilities and equipment is only to be undertaken on my time and that my use of the facilities and equipment is not within the course or scope of my employment.
- (24) 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 PFC. If I have any health or medical concerns now or after I register, I will immediately discontinue my use of the PFC until I am cleared for physical activity by a physician. I agree not to engage in a use of the PFC that will result in self-injury.

### **Liability Release**

I hereby acknowledge that I have read and fully understand the Acknowledgement of Risk. I have and do hereby assume all of the above risks and will indemnify and hold DFMWR, USAG Fort Campbell and The US Army, staff, volunteers or associates harmless from any and all liability, actions, causes of action, claims and demands of every kind and nature whatsoever which I now have or which may arise out of or in connection with my participation in 24/7 PFC operations or any activity arranged for me by The Fort Campbell DFMWR. The terms hereof shall serve as a release and assumption of risk for my heirs, executors, and administrators and for all members of my family.

I, and understand the risks associated with 24/7 PFC	, ,
to the safety precautions listed before me. I agree to committed to participating in 24/7 PFC operations	
Participant/Parent or Legal Guardian's Signature	



# DEPARTMENT OF THE ARMY DIRECTORATE OF FAMILY AND MORALE, WELFARE AND RECREATION 2601 INDIANA AVE. FORT CAMPBELL, KY 42223

### APPENDIX B: ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS

- (1) In consideration of access to the PFC and use of the exercise equipment and facilities provided by PFC, 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 PFC, United States Army and United States Government, its insurers, employees, officers, directors, and associates, form 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 of the use of said equipment and facilities. I expressly agree to indemnify and hold the Physical Fitness Center, the 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.
- (2) I understand that the PFC does not provide supervision, instruction, or assistance for the use of the facilities and equipment during 24/7, unstaffed and unmanned hours.
- (3) I agree to comply with all rules imposed by the PFC 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.
- (4) I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.
- (5) I understand and agree that the PFC is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.
- (6) 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.
- (7) Pre-existing medical conditions:
  - (a) 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 PFC. If I have any health or medical concerns now or after I register, I will immediately discontinue my use of the PFC until I am cleared for physical activity by a physician. I agree not to engage in a use of the PFC that will result in self-injury.

### **Medical Release**

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I hereby acknowledge that I have read and fully understand the Acknowledgement of Risk. I have and do hereby assume all of the above risks and will indemnify and hold DFMWR, USAC Fort Campbell and The US Army, staff, volunteers or associates harmless from any and all liability, actions, causes of action, claims and demands of every kind and nature whatsoever which I now have or which may arise out of or in connection with my participation in 24/7 PFC operations or any activity arranged for me by The Fort Campbell DFMWR. The terms hereof shall serve as a release and assumption of risk for my heirs, executors and administrators and for all members of my family.
I,
Participant/Parent or Legal Guardian's Signature

### **Household Information Form for Use of 24/7 PFC**

Name of Person Registering:						
Sponsor Name	Rank/			/Status:		
Higher ranking here for dual						
military, regardless of DEERS						
Sponsor Email						
Name and Phone Number for						
Emergency Contacts						
(Does not have to be local and can be						
updated at any time)	Home: Cell:					
Sponsor Phone Number			-			
Sponsor Unit						
Sponsor Duty Phone						
Sponsor Date of Birth MM DD YYYY						
Spouse Name			Rank/Sta	itus:		
Spouse Email						
Spouse Phone Number	Home:		Cell:			
Spouse Date of Birth MM DD YYYY						
Home Address	Street Address:					
	City:	State:		Zip:		
Dependent Name						
Dependent Date of Boi				Over 18:		
MM DD YYYY				Υ	N	