

FITNESS CENTER RELEASE AND WAIVER OF LIABILITY AGREEMENT

WHEREAS, the United States Air Force at Hanscom Air Force Base, Massachusetts (the "Government") is the owner and operator of the Hanscom Fitness and Sports Center located at Building 1548 on Hanscom AFB, Massachusetts 01731 (the "Fitness Center").

WHEREAS, the Government desires to provide access to the Fitness Center to certain contractors who work at Hanscom AFB 24 hours per day, seven (7) days per week.

WHEREAS, the use of the Fitness Center includes inherent safety risks. Consequently, execution of this Release and Waiver of Liability Agreement (the "Agreement") is an explicit condition precedent to contractor use of the Fitness Center.

THEREFORE, in consideration for being provided the ability to enter and utilize the Fitness Center, the undersigned hereby voluntarily agrees to the following:

- 1. Use of Fitness Center for Intended Activities Only.** I understand and agree that I am responsible to use, with proper use and care, the Fitness Center and any of Government's property therein, and that I will be liable for the replacement cost of any Government property/equipment which is damaged, destroyed or lost.
- 2. Assumption of Risk.** I understand and acknowledge that use of the Fitness Center, which includes but is not limited to: running, jumping, climbing, bending, weight lifting, and other physical fitness activities, includes natural risk and may be dangerous. I further understand and acknowledge that it may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that my use of the Fitness Center may not be supervised and that the Government does not provide medical services. I further acknowledge that any injury I may sustain while utilizing the Fitness Center may be compounded by negligent or delayed medical service or negligent or delayed assistance by the Government. **I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF THE FITNESS CENTER AND PARTICIPATION IN ACTIVITIES ON THE FITNESS CENTER, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF THE GOVERNMENT.**
- 3. Release from Liability.** I HEREBY AGREE, ON BEHALF OF MYSELF, MY HEIRS AND MY PERSONAL REPRESENTATIVES, TO FULLY AND FOREVER DISCHARGE AND RELEASE THE GOVERNMENT AND ITS AGENTS, OPERATORS, MANAGERS, EMPLOYEES, AND REPRESENTATIVES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS I MAY HAVE OR HEREINAFTER HAVE FOR ANY INJURY, TEMPORARY OR PERMANENT DISABILITY, DEATH, DAMAGES, LIABILITIES, EXPENSES AND/OR CAUSES OF ACTION, NOW KNOWN OR HEREINAFTER KNOWN IN ANY JURISDICTION IN THE WORLD, ATTRIBUTABLE OR RELATING IN ANY MANNER TO MY ENTRY UPON AND USE OF THE FITNESS CENTER, WHETHER CAUSED BY THE NEGLIGENCE OF THE GOVERNMENT OR ANY OF THE RELEASED PARTIES OR BY ANY OTHER REASON. I ACKNOWLEDGE AND

AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY FOR A POTENTIALLY DANGEROUS ACTIVITY IS INTENDED TO BE, AND IS, A COMPLETE RELEASE, AS MUCH AS ALLOWED BY LAW, OF ANY RESPONSIBILITY OF THE RELEASED PARTIES FOR ALL PERSONAL INJURIES, TEMPORARY OR PERMANENT DISABILITY, DEATH, AND/OR PROPERTY DAMAGE SUSTAINED BY ME WHILE ON OR USING THE FITNESS CENTER OR PARTICIPATING IN THE ACTIVITY.

- 4. Covenant Not to Sue.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Fitness Center.
- 5. Indemnification.** I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS GOVERNMENT AND THE RELEASED PARTIES FROM AND AGAINST ANY THIRD-PARTY LOSSES, DAMAGES, ACTIONS, SUITS, CLAIMS, JUDGMENTS, SETTLEMENTS, AWARDS, INTEREST, PENALTIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND COSTS OF ANY KIND FOR ANY PERSONAL INJURY, LOSS OF LIFE OR DAMAGE TO PROPERTY SUSTAINED BY REASON OF OR ARISING OUT OF MY USE OF THE FITNESS CENTER OR PARTICIPATION IN ANY ACTIVITIES IN THE FITNESS CENTER.
- 6. Medical Treatment Release.** I hereby authorize the Government to secure, and I consent to, any medical treatment that may be given to me should the Government determine, in its sole discretion, that I need medical care, as a result of my use of the Fitness Center. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.
- 7. Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring into the Fitness Center, and that the Government will not be responsible for or provide any security for my property and personal belongings.
- 8. No Representations by the Government.** I acknowledge that the Government makes no representation as to the condition of the Fitness Center or the safety of the equipment either in the Fitness Center. I accept and shall use the Fitness Center, and its equipment, in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Government or the Government's employees, agents, or representatives regarding this agreement or the Fitness Center, except to the extent such representations are expressly set forth in this Agreement.
- 9. Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

10. Survival. Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and shall continue to be effective and enforceable.

11. Compliance with Laws. In the performance of the terms of this Agreement and use of the Fitness Center, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

12. Severability. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

13. Entire Agreement; Modification; Binding Effect. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS ON MINE, INCLUDING THE RIGHT TO SUE THE GOVERNMENT. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

Signature: _____

Name: _____

Date: _____