

## Hanscom AFB Fitness and Sports Center Statement of Understanding (SOU) of Rules

Name (please print legibly) \_\_\_\_\_

### Compliance with Rules

**I understand and agree that my access to the Hanscom AFB Fitness Center is a special privilege which can be taken away immediately for a violation of rules.** As an eligible user, I agree to abide by all Hanscom AFB (“HAFB”) Fitness Center (“Fitness Center”) rules contained herein, including unmanned hours rules, as well as any and all other Fitness Center rules posted at the Fitness Center as may be amended from time to time at the discretion of the Fitness Center Director.

#### PARAGRAPH 1. General Rules

- Any civilian or contractor who wishes to utilize the Fitness Center must complete the Fitness Center Release and Waiver of Liability Agreement before they can use the Fitness Center. Access to and use of the Fitness Center is conditioned on the voluntary acceptance of and agreement to those conditions.
- All verbal, posted, and written rules for the Fitness Center must be followed at all times.

#### PARAGRAPH 2. HAFB Fitness Center Rules During Unmanned Hours

- Only eligible users who have properly registered with the HAFB Fitness Center (referred to herein as “Users”) have access to the Fitness Center during unmanned hours. Eligible users are active-duty military (“AD”) and their dependents, retirees, DoD Civilians, Federally Funded Research and Development Centers Contractors (MIT Lincoln Labs and MITRE) and Guard and Reserve members who are over the age of 18 years old (AD can be age 17).
- Eligible users are authorized to sponsor dependents under the age of 18 with their DoD ID/entry card during unmanned hours. However, sponsor dependents must be supervised at all times as outlined in Attachment 1. Users are NOT allowed to drop off dependents under the age of 18.
- Any dependents who utilize the Fitness Center must also complete the Fitness Center Release and Waiver of Liability Agreement. Allowing dependents access to the Fitness Center during unmanned hours, without first completing the Fitness Center Release and Waiver of Liability Agreement, is a violation of HAFB rules and will subject the User to immediate revocation of Fitness Center privileges.
- Users may only enter the Fitness Center by swiping their entry card at the main entrance facing the parking lot. All other doors MUST remain closed at all times, absent an emergency.
- Each User must swipe his/her own card to gain access to the Fitness Center and is responsible to ensure that, after he/she enters or exits the facility, the door is securely closed before any other individual accesses the facility.
- Guests (non-dependents) are NOT allowed in the Fitness Center during unmanned hours. DoD ID and/or entry card sharing is strictly prohibited and will result in immediate loss of unmanned hours access privileges.
- There is no supervision or staff assistance during unmanned hours. Users are expected to behave in accordance with good standards of conduct.
- Cameras will closely monitor the Fitness Center during unmanned hours. Theft, defacement or intentional damage to government property, sexual assault, inappropriate sexual behavior, nefarious behavior, and/or violation of rules will not be tolerated and violators may be prosecuted.
- Users must wear appropriate clothing that maintains a proper image in a military and family fitness facility. Attire must be conservative and modest in nature. Obscene/offensive language or graphics are prohibited. Athletic attire and athletic-type shoes must be worn in all activity and equipment areas. *Military utility*

uniforms are authorized to be worn during workouts and members may remove their utility uniform coat (blouse); however, t-shirts must be worn. Boots are not authorized on treadmills or hardwood floors. Casual slacks/shorts and jeans are considered non-exercise attire and are prohibited. Due to safety concerns (including the risk of dehydration and heat illness), garments made of plastic, rubber, nylon, etc. that are specifically designed to increase the amount of perspiration, are prohibited in any fitness facility at HAFB, including indoor and outdoor running tracks and fields.

- Areas that are not available for use will be locked or clearly marked as restricted.
- Locked and restricted areas include, but are not limited to: Bowling Alley, Admin Offices, Climbing Wall, Fitness Bubble, and the two Bowling Hallway's Locker Rooms.
- Accessible Areas available for use are: Cardiovascular Room, Main Gym, Upstairs Stretching Area, Upstairs Track, Upstairs Free Weight Room, the Warrior Fitness Aerobic Gym, Family Fitness Room and the Main Locker Rooms.
- All Users must pick-up after themselves and ensure all equipment is returned to the appropriate storage location.
- HAFB is not responsible for protection of personal property.
- Users must recognize that no staff will be on site to respond to a medical emergency, injury, or similar event. To foster a safer fitness workout environment, a "Wingman Fitness Program" is highly encouraged. Users should be accompanied by an eligible "Wingman" to help respond to any problems that arise related to personal safety or equipment malfunction.
- In case of an emergency or need for assistance, an emergency phone is available for use at the Front Desk of the HAFB Fitness Center. It also may be used to report any issues with the facility (HVAC, burned out lights, broken doors or windows, etc.) or other Users. An emergency phone listing is posted by the emergency phone.
- In the event of severe weather, Users must proceed to the alternate Shelter-in-Place location (either the Men's or Women's Restroom) until the severe weather has passed; use the "Wingman" concept to help each other during such events.
- In the event of Natural Disaster, Major Accident, and Chemical, Biological, Radiological, Nuclear and Explosive weapons (CBRNE) incident, Users must follow the HAFB's published procedures.
- In the event of a power outage, the facility will close immediately and Users must gather their belongings and exit the building promptly; use the "Wingman" concept to help each other during such event.
- Violation of these rules or any other Fitness Center rules posted at the Fitness Center, as may be amended from time to time, will result in loss of privileges and potential criminal prosecution.

**I am  / am not  familiar with how to *safely* use all fitness equipment available during unmanned hours. If not, an equipment orientation is required before using facility after-hours.**

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

**Print Name:** \_\_\_\_\_

**Unit:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**I certify that I have read and understand the Rules during Unmanned Hours in the Fitness Center, and I agree to abide by all of the terms of this statement of understanding.**

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:** \_\_\_\_\_

**ATTACHMENT 1**

Youth 16 years of age and over	Permitted in all areas of the Fitness and Sports Center without a qualified adult having line of site oversight. See note.
--------------------------------	--

Youth 13 - 15 years of age	Permitted in cardiovascular, weight equipment, group exercise rooms, locker rooms, saunas, etc., only under qualified adult interactive supervision. Interactive supervision requires qualified adult and child to participate in/perform activity together at all times. Permitted in other activity areas (i.e., basketball court, racquetball court, running track) only when a qualified adult is present in the facility at all times. Permitted to be a participant (participating in age appropriate programming) or spectator in a sport or special event when a qualified adult is present in the facility at all times. For Fitness and Sports Center pools, use is permitted during instructional programs, or when a qualified adult is present in the facility at all times.
Youth 6 - 12 years of age	Not permitted in cardiovascular, sauna, weight equipment rooms, or group exercise rooms during scheduled adult exercise classes. Permitted in other activity areas (i.e., basketball court, racquetball courts, running track, locker room, parent and youth area) only under qualified adult interactive supervision. Interactive supervision requires qualified adult and child to participate in or perform activity together at all times. Permitted to be a participant (participating in age appropriate programming) or spectator in a sport or special event only under qualified adult interactive supervision. For Fitness and Sports Center pools, use is permitted during instructional programs, or when under qualified adult interactive supervision.
Children under 6 years of age	Not permitted in Fitness and Sports Centers except as follows: Permitted in Fitness and Sports Center parent (legal guardian) and child areas for supervised play. Permitted to be a participant (participating in age appropriate programming) or spectator in a sports activity or special event under qualified adult interactive supervision. Interactive supervision requires qualified adult and child to participate in/perform activity together at all times. For Fitness and Sports Center pools, use is permitted during instructional programs, or when under qualified adult interactive supervision.
<p><b>NOTES:</b></p> <p><b>1.</b></p> <p>A "qualified adult" is a parent, legal guardian, qualified family member program (FMP) staff member, qualified child and youth program personnel Fitness and Sports Center personnel conducting a program, or coach. AFI 34-144, <i>Child and Youth Programs</i>, provides further guidance.</p>	