

WEST POINT FAMILY AND MWR

24/7 PHYSICAL FITNESS CENTER ACCESS - CHECKLIST

Please initial each line to acknowledge the following items were reviewed.

- _____ First Aid, AED, Fire Extinguishers and Emergency Exits
- _____ Emergency Phone
- _____ 24 hour Smart Book
- _____ Off Limit Areas, supply rooms, reception area, boiler room, etc.
- _____ Men & Ladies facilities / Securing your personal belongings
- _____ Sanitizing equipment before and after use
- _____ Spotters / buddy system
- _____ Securing weights (collars or clips) and power lifting
- _____ Proper use of equipment (intended use)
- _____ Returning items where you got them, or where they belong
- _____ Treadmill safety straps
- _____ Rescanning into facility, post manned facility closure
- _____ Reporting violations of User Agreement

PARTICIPANT SIGNATURE

DATE

PRINTED NAME

WEST POINT FAMILY AND MWR

24/7 PHYSICAL FITNESS CENTER RULES & REGULATIONS

_____ I understand and agree that my access to West Point Physical Fitness Centers (West Point PFC) during unmanned hours is a privilege, which can be taken away for violation of any rules or policy.

_____ I affirm I am an authorized patron as defined by [AR 215-1, Chapter/Table 7-1], who is over the age of 18 (Active Duty may be 17), and approved by the Installation Commander and must register for access to the West Point PFC during unmanned hours and I am responsible to report any misuse, abuse or violations to the appropriate authorities or the West Point PFC staff.

_____ I understand patrons who wish to access the facility during unmanned hours will register their Common Access Card (CAC)/ID Card with West Point PFC Staff and will sign a Release of Liability and this User Agreement prior to participating in any activity in the West Point PFC during unmanned hours.

_____ I understand registered users will scan their CAC/ID card for entry at the main 24/7 entrance to the West Point PFC prior to entering the building. All other doors will remain closed unless needed for an emergency. If in the West Point PFC when manned hours are ending, registered patrons will exit the facility. Once the facility is cleared and secured then patrons may reenter the West Point PFC. Patrons will be required to scan their access card at the main 24/7 entrance to reenter the facility for after-hours access. If a patron who signed up for the program is unable to gain access, they must contact the front desk staff during staffed hours to check their current authorization status.

_____ I understand holding or propping the door open is strictly prohibited and will result in the loss of my 24/7 fitness access privileges. I will ensure that the door closes securely following my entry and departure. CAC/ID Card sharing is strictly prohibited and will result in the loss of privilege. CAC/ID Card sharing is viewed as theft of services and may be prosecuted.

_____ I understand that if access to the 24/7 goes down, it will not be restored until the next period of normal operating hours.

_____ I understand areas which are not available for use will be locked or clearly marked as restricted/ staff only: I will not attempt to access locked or restricted areas during unmanned hours. Locked or restricted areas, include but not limited to: supply rooms, staff offices, and the front desk area.

_____ I understand there is no supervision or staff assistance during unmanned hours and I will behave in accordance with military rules and standards. Surveillance cameras will record activities within the West Point PFC during unmanned hours. Actions such as theft, defacement or intentional damage to government property, sexual harassment/assault, use of alcohol, or other violations will not be tolerated and will be submitted to the MPs for processing.

_____ I understand a "Smart Book" is located at the table near the main entry doors. Please use this book to report any maintenance issues with the facility (e.g. HVAC, burned out lights, broken equipment, doors, or windows, etc.). Rules and emergency numbers can also be found in this book.

_____ I understand a spotter and clamps are **mandatory** when using free-weight bars to prevent injuries (power lifts do not require use of a spotter but a buddy should be present in case of injury). If a spotter is not available, selectorized equipment should be used. Powder or chalk is **NOT** authorized to be used in the weight room. It is recommend to use cardiovascular and selectorized equipment versus free-weights, to mitigate user risks of injury. Max-weight attempts on any exercise or exercising above one's training limits and experience is prohibited during unmanned staff hours.

_____ I understand there may not be anyone on site to respond to an emergency situation. In case of an emergency or need for assistance, a cell phone is not needed to call for assistance but is recommended to be carried on my person since there is a large distance between the main phone location and the furthest point in the facility. Automated External Defibrillator (AED) is located in lobby area of the West Point PFC. The use of the "Buddy System" is highly encouraged; therefore, individuals are recommended to have at least one other authorized workout partner with them during unmanned hours.

_____ In the event of a power outage, all patrons will gather their belongings and exit the building promptly after insuring no one is injured. Personnel will coordinate as a group to ensure everyone gets out safely. The ranking service member will take charge and ensure all personnel have safely exited the building.

_____ I understand 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 for further instruction.

_____ I understand and agree that I may be held liable for damage I cause to the equipment or physical infrastructure of West Point PFC.

_____ I understand and acknowledge that the United States Government, West Point, all administrative subdivisions and agencies thereof, and the respective personnel and employees thereof are not responsible for any of my personal property that is damaged, lost or stolen while in or around the West Point Physical Fitness Centers. Recommend patrons bring their own lock to secure their items.

_____ I understand any violation of the rules and standards of conduct that are incompatible with DoD and federal regulations will result in loss of privileges. All inquiries of loss of privileges must be done in person. Active Duty, Guard, Reserve, Retirees, and DoD civilians will have a representative of their senior command team present. Family members will have their sponsor present.

_____ I understand and certify that I have read and understand the rules during unmanned hours in West Point Physical Fitness Centers and I agree to abide by all of the terms of this statement of understanding. If I am found in violation of any rule, the following penalties will be invoked (unless otherwise stated in this form).

1st offense: 30 day 24/7 Access suspension

2nd offense: 90 day 24/7 Access suspension

3rd offense: 1 year 24/7 Access suspension

4th offense: 5 year 24/7 Access suspension

_____ I am familiar with safe operations of all fitness equipment available during unmanned hours. I will request an equipment orientation if I am NOT familiar before using the 24/7 facility.

_____ I affirm an orientation was conducted for the Emergency/Safety Zone/Emergency procedures/information, Phone, Automated External Defibrillator (AED), first aid kit with instructions.

PARTICIPANT SIGNATURE

DATE

PRINTED NAME

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney. West Point Family and Morale, Welfare, and Recreation (MWR) and its staff have done everything possible to assure that our patrons have a rewarding experience. The same elements that contribute to the unique character and fun of Sports & Fitness such as physical exertion or the terrain can cause loss or damage to equipment, and injury, illness, or in extreme cases, permanent trauma or death to the participant or others under his or her supervision. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

ACKNOWLEDGMENT OF RISK

I _____ (name of participant) hereby acknowledges that I have voluntarily chosen to participate in the West Point MWR Sports & Fitness Program (hereinafter called "program") through West Point MWR. I am participating in the program with the knowledge of the risks involved and hereby agree to accept any and all inherent risks including, but not limited to temporary or permanent muscle soreness; sprains; strains; cuts; abrasions; bruises; ligament and/or cartilage damage; head; neck or spinal injuries; loss of use of arms and/or legs; eye damage; disfigurement; or even death. I also recognize that there are both foreseeable and unforeseeable risks of injury that may occur as a result of participating in this program. Furthermore, I recognize that participation in the program involves activities and risks incidental thereto, including but not limited to, travel to and from competitions, practices, and other related activities, limited availability of medical assistance and the possible reckless conduct of other participants. 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.

I do affirm I do not have the following conditions listed in the following paragraph: heart trouble/palpitations, pain in my chest when conducting physical activity; in the last month I have not had pain in my chest; lost my balance because of dizziness; periods of loss of consciousness; been diagnosed with high blood pressure; bone or joint problems that may worsen with physical activity; any other reason why you should not exercise. I have consulted with a medical professional on such conditions who has cleared (given permission) so I may conduct physical activities. 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 program. If I have any health or medical concerns now or after I register, I will immediately discontinue my use of the program until I am cleared for physical activity by a physician. I affirm that I will abide by conditions and limitations set forth by my medical provider. I agree not to engage in a use of the program that will result in self-injury.

This list is not an exclusive or exhaustive list of possible injuries, trauma, or accidents that may occur participating in this program. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are not physically able to undertake these activities.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children, and myself are fully capable of participating. I state that I have read the above statement on some of the possible risks associated with the West Point MWR Sports & Fitness. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant in the West Point MWR Sports & Fitness Program, or the negligence of West Point MWR and its staff. I also understand that West Point reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in West Point MWR Sports & Fitness Program. I am in good physical condition and able to undertake the West Point MWR Sports & Fitness Program. I agree to indemnify and hold harmless Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees for any/ all actions or claims arising out of participation in the Sports & Fitness Program. In short, I cannot sue Army MWR, West Point MWR, the US Army Garrison West Point and its staff, and the U.S. Army and its members, agents and employees, and if I do, I cannot collect any money.

I agree that the site of any lawsuit, and the law governing any such lawsuit, shall be governed under the Federal Tort Claims Act or the Military Claims Act, whichever is applicable. The terms of this agreement shall continue and be in effect after the Sports & Fitness Program or activity has ended.

I hereby agree that if the U.S. Army, Army MWR or West Point MWR is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.
Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

CONSENT TO PUBLICATION OF PHOTOGRAPH

I authorize and release to West Point MWR and its staff the use of my image in any photograph or video recording for any purpose of Army MWR, and West Point MWR.

MEDICAL TREATMENT CONSENT

I hereby give permission for transportation to any medical facility or hospital, and I authorize any guide or medical personnel to render necessary emergency medical care for my family or myself. I hereby authorize the release of any medical information in the possession of West Point MWR and its staff to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against West Point MWR or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information.
I have adequate health, disability and life insurance for my family and myself.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this _____ day of _____ (*month/year*).

☐ By checking this box, I affirm that I am of lawful age and legally competent to sign this waiver, or that I have acquired the written consent of my parent or guardian.

I have read and understood this agreement.

PARTICIPANT SIGNATURE

ADDRESS

PRINTED NAME