

US Army Garrison (USAG) Presidio of Monterey (POM)

Statement of Understanding (SOU) & Compliance of Rules During Unmanned Hours

I understand and agree that my access to the USAG POM Physical Fitness Center (PFC) during unmanned hours is a privilege governed by this SOU. I agree to abide by the terms and conditions of this SOU. I understand that failure to comply with the SOU will result in revocation of access privileges during unmanned hours.

Unmanned hours access: Active-Duty Military, Family members(18 and over), Retirees and DoD Employees.

Please Print:

NAME: _____

RANK: _____

DOB: _____

PHONE #: _____

**BRANCH OF
SERVICE/UNIT/ORGANIZATION:** _____

**COMMANDER/SUPERVISOR
NAME and EMAIL:** _____

APPLICANTS EMAIL: _____

DOD ID# & EXPIRATION DATE: _____

Orientation Date: _____

_____(Initial/Date) I am / am not familiar with how to safely operate all fitness equipment available during unmanned hours. If not, an equipment orientation is required before using the facility after hours.

_____(Initial/Date) Received a copy of USAG POM Statement of Understanding (SOU) & Compliance of Rules for Unmanned Hours.

_____(Initial/Date) Received an orientation from a fitness center staff member regarding emergency procedures/information, phone usage, Automated External Defibrillator (AED) and first aid kit with instructions.

Staff Member Name: _____

PFC Staff Member Signature: _____ **Date:** _____

ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS:

In consideration of access to the PFC and use of exercise and facilities provided by the PFC, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the PFC, United States Army and United States Government, and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the PFC. By 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, 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 the use of said equipment and facilities. I expressly agree to indemnify and hold the PFC, United States Army and 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.

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY
EXECUTE THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**

SIGNATURE: _____

DATE: _____

READ CAREFULLY—THIS AFFECTS YOUR LEGAL RIGHTS

By my initials below, I express my understanding/compliance of, and agreement to the following:

Rules & Regulations

1. _____(Initial) I will register my Common Access Card (CAC) and sign this form prior to accessing the PFC during unmanned hours.
2. _____(Initial) I will swipe my military ID/CAC card for entry, which will be logged in the Fitness Center database.
3. _____(Initial) If I get a new ID/CAC, I will bring it to the PFC during normal operating hours to have the barcode updated in the system or I will not have access.
4. _____(Initial) Access during unmanned operations will be granted through the expiration month on the military ID, or 36 months for IDs that do not have an expiration date. At that time, it will be required to visit the front desk during normal business hours for reactivation. The PFC Manager has the right to terminate your privileges at any time.
5. _____(Initial) Active-Duty Military, Family members(18 and over), Retirees and DoD Employees may access the PFC during unmanned hours. By accessing the facility, I agree to report any misuse, abuse or violations of the PFC policies to the Military Police and/or the fitness center staff upon reopening of the facility.
6. _____(Initial) As a valid ID cardholder I will not allow any other person to access when I enter. "Piggybacking" is prohibited and will result in the loss of privileges for both parties. I am not permitted to have guests and non-registered users in the facility during unmanned hours.
7. _____(Initial) Holding or propping the door or windows open is strictly prohibited and will result in immediate loss of my privilege. Sharing my CAC/ID card is considered theft of services from USAG POM and will be prosecuted.
8. _____(Initial) For my safety and security, I must ensure that the door closes securely following entry and exit. All other doors WILL remain closed unless needed for an emergency.
9. _____(Initial) Areas that are unavailable for use will be locked or clearly marked as restricted.

10. _____ (Initial) Patrons who are working out when the Main facility closes must exit the facility and swipe back in to continue their workout.
11. _____ (Initial) Surveillance cameras will be recording activities within the facility during unmanned hours. Actions such as theft, defacement or intentional damage to government property, sexual assault, inappropriate sexual behavior, and any violation of rules will not be tolerated and are subject to punishment. Violation of the rules will result in loss of privileges and individuals will be subject to the Uniform Code of Military Justice (UCMJ) and prosecution.
12. _____ (Initial) There will be no supervision or assistance during unmanned hours, and I am expected to behave in accordance with military rules, standards and the PFC SOP.
13. _____ (Initial) I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.
14. _____ (Initial) Equipment must remain inside the fitness center and will not be taken outside of the facility under any circumstances. Any broken equipment must be logged onto the malfunction clipboards located in each room.
15. _____ (Initial) 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 and sectorized equipment. Patrons are highly encouraged to use the buddy system.
16. _____ (Initial) A spotter is strongly recommended when using free-weight bars. If a spotter is unavailable, a rack with spotter arms or other safety devices will be used. Additionally, it is recommended not to exercise above my training limits and experience.
17. _____ (Initial) I will use fitness equipment for its intended use. I will re-rack all weights when I have completed my workout and not use accessory attachments that are not recommended as they may cause injuries.
18. _____ (Initial) All normal rules for proper dress, machine usage (including wiping down equipment after use and re-racking all weights when workout is complete.) and etiquette remain in effect.
19. _____ (Initial) I understand that the PFC does not provide supervision, instruction, or assistance for the use of the facilities and equipment during unmanned hours.
20. _____ (Initial) 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.
21. _____ (Initial) USAG POM PFC is not responsible for my personal property. This includes property that is lost, stolen, or damaged while on, or about the premises.
22. _____ (Initial) In the event of a power outage, I will gather my things and exit the facility immediately.
23. _____ (Initial) In the event of a Natural Disaster, Major Accident, or active shooter, I will execute lockdown or evacuation procedures immediately, whichever is warranted for the incident at hand. Shelter in place in Cardio Theater #2. The highest-ranking member will take charge during lockdown situations and proceed to contact his/her upper chain of command for further instruction.
24. _____ (Initial) Violation of this SOU and Assumption of Risk will result in loss of my privileges during unmanned hours and subject me to further discipline. The first violation will result in a 90-day suspension and requirement to complete another orientation to gain access. The second violation will result in a loss of privileges indefinitely.
25. _____ (Initial) **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 fitness center. If I have any health or medical concerns now or after I register, I will immediately discontinue my use of the fitness center until I am cleared for physical activity by a physician. I agree not to engage in the use of the fitness center that will result in self-injury.