

**Tobyhanna Army Depot
Family and Morale, Welfare and Recreation
Mack Fitness Center 24/7 Fitness Access**

Sponsor Policy



Sponsor: _____



**MEMORANDUM OF AGREEMENT FOR KEYLESS ACCESS
TOBYHANNA ARMY DEPOT, FAMILY AND MWR
24/7 MACK FITNESS CENTER**

MACK FITNESS CENTER UNMANNED HOURS - REGISTRATION

I UNDERSTAND AND AGREE THAT ACCESS TO THE FITNESS CENTER DURING UNMANNED HOURS IS A PRIVILEGE THAT CAN BE REVOKED AT ANY TIME FOR A VIOLATION OF THE FOLLOWING RULES. I AGREE TO ABIDE BY THE TOBYHANNA ARMY DEPOT FAMILY AND MORALE, WELFARE, AND RECREATION (F&MWR) RULES DURING UNMANNED HOURS OF OPERATION, AS STATED IN THIS AGREEMENT. RULES MAY BE AMENDED PERIODICALLY BY THE DIRECTOR OF FAMILY, MORALE, WELFARE, AND RECREATION.

Eligible Patrons include active-duty Military Personnel (to include Guard and Reserve) and their Families, Department of Defense Civilian Employees, Retirees, and Veterans. To obtain access, all authorized patrons must register their Common Access Cards (CAC). CAC cards will be activated for 24/7 access at completion of registration. Non-CAC patrons (e.g., Families of Military Personnel, Retirees, and Veterans) will be issued a swipe card to access the Mack Fitness Center. Guests are not issued swipe cards. Guests will sign in on separate sign in sheet.

1. Please print the following information:

NAME: _____

DOB: _____ GENDER: _____ GRADE/RANK _____

HOME ADDRESS: _____

E-MAIL: _____ PHONE: _____

UNIT/ORGANIZATION: _____

EMERGENCY CONTACT: _____ PHONE: _____

ELEGIBILITY CATEGORY (CIRCLE): AD DOD CIV VETERAN RETIREE FAMILY MEMBER*

NAME OF FAMILY MEMBER: _____

. * * FAMILY MEMBER MUST SIGN AGREEMENT, IF 18 YEARS OF AGE

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THE FOLLOWING EXPLAINS RULES AND RESTRICTIONS FOR ENTRY AND USAGE OF SERVICES THROUGHOUT THE FACILITY:

CHILDREN AND AGE

- Children 12 years old and under are authorized to use the basketball courts.
- Family members and youth (13-15 years old) must be actively participating in the same activity and under the direct supervision of a parent or guardian (parent or guardian must be 18 years of age or older) at all times. Exceptions to this rule are special programs organized and conducted by Children and Youth Services (CYS), schools, or other authorized youth organization. Sponsors who do not abide by this rule will be instructed to leave the facility.
- Eligible family members 16 years and over presenting a valid military ID card that verifies age may enter unaccompanied and use all services in the facility, abiding by all rules and regulations as long as the gym has an employee present. The sponsor is still responsible for the actions of these family members while they are in the facility.
- Family members under 18 years of age may not participate in Mack Fitness Center MWR Sports Leagues, Tournaments or Group activities unless specifically allowed by AR-215-1. They may not compete with active-duty military patrons unless they are participating in a program that is family oriented such as runs and fitness classes.
- During unstaffed hours, anyone under the age of 17 years old must be actively participating in the same activity and under the direct supervision of a parent or guardian (parent or guardian must be 18 years of age or older) at all times.
- Sponsors are solely responsible at all times for anyone that they bring into the gym. Failure to adhere to the policies outlined above could result in forfeiture of access to the gyms in both locations as deemed necessary by the Garrison Commander.

SURVEILLANCE CAMERAS will be installed and recording activities within the Mack Fitness Center during unmanned hours. Actions such as theft, defacement or intentional damage to government property, sexual assault, inappropriate sexual behavior, and 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 applicable Federal and state criminal laws, the Uniform Code of Military Justice (UCMJ), and prosecution.

ACCESS CARD SHARING is strictly prohibited and will result in the loss of privilege. Access sharing is viewed as theft of services and may be prosecuted in accordance with the UCMJ. The rule is straightforward: one card, one person access. Authorized patrons will swipe once for entry at the main door entrance.

For patron safety and security, patrons must ensure that the door closes securely following entry. Access cardholders will not allow any other person to access when they enter. Each access card/CAC is only valid for that person's entry. "Piggybacking" is prohibited and will result in the loss of privileges for both parties. All other doors **MUST** remain closed unless there is an emergency.

Areas that are not available for use will be locked or clearly marked as restricted, to include locker rooms, issue room (equipment) and saunas.

IT IS HIGHLY ENCOURAGED THAT PATRONS UTILIZE THE BUDDY CONCEPT DURING UNMANNED HOURS, especially when utilizing free weights. If free-weights are used, recommend patrons not exercise above their training limits and experience. No equipment will be relocated under any

circumstances. All weights will be re-racked by patrons when they have completed their workout.

EMERGENCY In the event of severe weather, patrons will shelter-in-place in the Mack Fitness Center until severe weather has passed. The gym is not accessible when the post is closed due to weather.

EMERGENCY PHONES WILL BE LOCATED THROUGHOUT THE MACK FITNESS CENTER IN CASE OF ANY EMERGENCY OR NEED FOR ASSISTANCE.

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Name: _____

CONSENT TO PARTICIPATE

_____ **I agree** to abide by all rules stated above.

_____ **I understand and agree** to conduct myself in accordance with the applicable laws/rules, Tobyhanna Army Depot Community standards, and good standards of conduct.

_____ **I understand** that I am responsible to report any misuse, abuse, or violation to Tobyhanna Army Depot Security at 570-615-7550 and/or Family, Morale, Welfare, and Recreation Main Office at 570-615-8150. I understand to dial 911 for emergencies and inform the operator I am at Tobyhanna Army Depot.

_____ **I understand** that Tobyhanna Army Depot and F&MWR is not responsible for my personal property.

_____ **I acknowledge** areas that are not available for use will be locked or clearly marked as restricted and I will not access these areas.

_____ **I agree** to register my CAC at the Mack Fitness Center to gain access and confirm eligibility.

_____ **I agree** swipe my CAC upon each entry.

_____ **I understand** that sharing my CAC card will be considered theft of services and will be prosecuted under UCMJ and/or any applicable laws or regulations. My access privileges will be terminated immediately.

_____ **I understand** upon entering or exiting the fitness center, I must ensure the access door closes securely behind me.

_____ **I understand** that equipment must remain in the facility and will not be taken outside of the Mack Fitness Center under any circumstances.

_____ **I understand** all normal rules of proper dress, machine usage, etiquette, and age restrictions remain in effect.

_____ **I understand that** cameras will monitor all activities in the fitness center at all times. Any behavior that violates law and policy (criminal behavior, intentional damage to property, theft, assault and inappropriate behavior) will not be tolerated and will be prosecuted under applicable laws or regulations.

_____ **I understand and agree** that my access to the Mack Fitness Center during unmanned hours is a special privilege that can be taken away for a rule's violation.

_____ **I acknowledge** that there will be no supervision or assistance during unmanned hours and I am expected to behave in accordance with all normal operation fitness center rules as well as good standards of conduct and discipline.

_____ **I acknowledge** that there may not be anyone on site to respond to an emergency.

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_____ **I understand that** I will be given one swipe card to access the Mack Fitness Center if I do not have a CAC. Any replacement swipe cards will be \$6.00 each.

_____ **I understand** that I will renew my registration annually.

_____ **I understand and acknowledge** that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

_____ **I understand and acknowledge** that my privileges may be immediately suspended or terminated for any violation or perceived violation of the above rules, or at the discretion of Tobyhanna Army Depot for any other conduct it deems inappropriate.

_____ **I certify** that I have read and understand the **TOBYHANNA ARMY DEPOT FMWR Memorandum of Agreement** and I agree to abide by these terms during unmanned hours of operation.

In consideration of access to the Mack Fitness Center and use of the exercise equipment and facilities provided by Mack Fitness Center, **I expressly agree**, on behalf of myself, my heirs, executors, administrators, successors and assigns, that Mack Fitness Center and its representatives, insurers, and employees, shall not be liable for any damages arising from personal injuries (including death) sustained by me in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result from the negligence of the Mack Fitness Center.

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 Mack Fitness Center, Non-appropriated Fund Instrumentality, United States Army and United States Government, its representatives, insurers, and employees, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether known or unknown, resulting from or arising out the use of said equipment and facilities. **I expressly agree** to indemnify and hold the Mack Fitness Center, Non-appropriated Fund Instrumentality, 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.

_____ Date: _____
(Name of Participant)

X _____
(Signature of Participant)

_____ Date: _____
(Name of Staff Member)

X _____
(Signature of Staff Member)

MOA Expiration Date

CAC Expiration Date: _____ DOD#: _____

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LIABILITY WAIVER, RELEASE & COVENANT NOT TO SUE

Name: _____

Acknowledgment of legal consequences: I acknowledge that by signing this document, I am releasing the Department of the Army and Tobyhanna Army Depot, its employees, and agents from liability. This waiver, release, and covenant is a contract with legal consequences.

CONSIDERATION:

I am signing this document in consideration of permission extended to me by the Department of the Army and Tobyhanna Army Depot to use Tobyhanna Army Depot Family and MWR Mack Fitness Center on a 24/7 basis, taking advantage of keyless access.

ACKNOWLEDGMENT OF DANGERS & RISKS ASSOCIATED WITH FITNESS CENTER USE WHILE FITNESS CENTER IS UNMANNED:

I understand there are certain dangers and risks associated with using an unmanned fitness center. I understand that personnel may not be available on-site to respond to a medical emergency. There may be periods of time, in excess of 10 hours, during which no one will be accessing the Mack Fitness Center while it is unmanned. Additionally, I understand that risks are inherent in any physical activity, exercise, use of exercise equipment, and use of shower and other facilities within the fitness center. Such activity may result in serious injury, including permanent disability and death. I understand that my exercise routine will not be monitored and that should I require assistance (e.g., in event of slip and fall, stroke, cardiac arrest, etc.), the arrival of medical assistance may not occur for an extended period of time, during which my medical condition could deteriorate. I acknowledge that I will be solely responsible for my safety and well-being while using keyless access.

UNCONDITIONAL WAIVER OF CLAIMS:

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE NOT TO SUE the Department of the Army and Tobyhanna Army Depot, its respective agents and employees FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE THEIR OWN NEGLIGENCE, which I have, or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my use of The Mack Fitness Center.

COVENANT NOT TO SUE:

I agree never to institute any suit or action at law against the Department of the Army and Tobyhanna Army Depot, its officers, agents, servants or employees nor will I initiate, or any way assist the prosecution of any claim of damages or cause of action which I, my heirs, executors or administrators hereafter may have by reason of injury to me or to my property arising from the activities contemplated by this agreement.

MY RESPONSIBILITIES:

I represent that I am in good physical health and have no symptoms, medical conditions or impairments or diseases that would prevent me from using the fitness center. I understand that it is my responsibility

Name: _____

to discontinue use of any exercise equipment and cease exercising if any medical symptoms do appear. I agree to forgo any activities that could result in physical injury to myself and pose a risk of injury to others.

ACKNOWLEDGMENT OF BINDING CONTRACT:

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver or modification.

I hereby certify that I have read this document, I understand its content, and I accept all rights and responsibilities created herein.

_____ Date: _____
(Name of Participant)

X _____
(Signature of Participant)

_____ Date: _____
Name of Staff Member)

X _____
(Signature of Staff Member)

MOA Expiration Date
