

US Army Garrison (USAG) Hawaii Statement of Understanding (SOU) & Compliance of Rules During Unmanned Hours

I understand and agree that my access to USAG Hawaii Physical Fitness Centers (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.

Please Print:

NAME: _____ RANK: _____ DOB: _____

PHONE #: _____ UNIT/ORGANIZATION: _____

COMMANDERS NAME/EMAIL (AD ONLY) _____

EMAIL: _____

DOD ID#: _____ (When you renew your ID; visit during business hours to
update Access for entry)

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: _____

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 facility after hours. Orientation Date: _____

*Initial/Date _____ Received a copy of USAG Hawaii Statement of Understanding (SOU) & Compliance of Rules for Unmanned Hours. Received an orientation by video or 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: _____

**COMMANDING OFFICER AGREEMENT
(E4 and below and Soldiers on TDY Orders*)**

Access to the PFC during unmanned hours is a privilege and comes at a risk. I reviewed the rules and regulations mentioned in this SOU with the Service Member requesting access. I understand that the first violation of the rules 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 and individuals may be subject to the Uniform Code of Military Justice (UCMJ) and prosecution.

NAME (PRINT): _____ DATE: _____

RANK: _____ EMAIL: _____

SIGNATURE: _____

**Active Duty Agreement
For: Dependents of AD Service Members
Each individual attends a briefing and completes SOU**

Access to the PFC during unmanned hours is a privilege and comes at a risk. I reviewed the rules and regulations mentioned in this SOU with my family member requesting access. I understand that the first violation of the rules 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 for my family member.

Sponsor's NAME (PRINT): _____ DATE: _____

RANK: _____ EMAIL: _____

Sponsor's SIGNATURE: _____

*Soldiers that are TDY will receive access through the end date of the TDY. Emergency contact information is required. Local contact preferred but can be the Commander at your current duty station.

USAG Hawaii
Statement of Understanding (SOU) & Compliance of Rules During Unmanned Hours
READ CAREFULLY—THIS AFFECTS YOUR LEGAL RIGHTS

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

1. _____ I will register my Common Access Card (CAC) and sign this form prior to accessing the PFC during unmanned hours.
2. _____ 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.
3. _____ All military ID cardholders 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.
4. _____ 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.
5. _____ 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 (including family members) users in the facility during unmanned hours.
6. _____ I will swipe my military ID/CAC card for entry and my entry will be logged in the Fitness Center database.
7. _____ 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.
8. _____ Holding or propping the door 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 Hawaii and will be prosecuted.
9. _____ Areas that are unavailable for use will be locked or clearly marked as restricted.
10. _____ 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 into the binder provided at the front desk.
11. _____ 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 selectorized equipment. Patrons are highly encouraged to use the buddy system.
12. _____ 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.
13. _____ I will re-rack all weights when I have completed my workout.
14. _____ I will use fitness equipment for its intended use. Do not use accessory attachments that are not recommended as such attachment might cause injuries.

15. _____ USAG Hawaii PFC is not responsible for my personal property. This includes property that is lost, stolen, or damaged while in, on, or about the premises.
16. _____ Patrons who are working out when the facility closes must exit the facility and swipe back in to continue their workout.
17. _____ All normal rules for proper dress, machine usage (including wiping down equipment after use) and etiquette remains in effect.
18. _____ 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. The highest ranking member will take charge during lockdown situation and proceed to contact his/her UCC for further instruction.
19. _____ In the event of a power outage I will gather my things and exit the facility immediately.
20. _____ Access may not be available immediately following a power outage. Access will be restored the next business day.
21. _____ 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 you must visit the PFC during normal business hours for reactivation.
22. _____ I understand that the PFC does not provide supervision, instruction, or assistance for the use of the facilities and equipment during unmanned hours. I am expected to behave in accordance with military rules, standards and this SOU.
23. _____ 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.
24. _____ I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.
25. _____ 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.
26. _____ 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 PFC. 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 a use of the fitness center that will result in self-injury.