



MEMORANDUM OF AGREEMENT FOR KEYLESS ACCESS  
FORT BRAGG NC, FAMILY AND MWR  
24/7 FITNESS CENTERS

I UNDERSTAND AND AGREE THAT ACCESS TO THE FITNESS CENTER DURING UNMANNED HOURS IS A PRIVILEGE, WHICH CAN BE REVOKED FOR A VIOLATION OF THE FOLLOWING RULES. I AGREE TO ABIDE BY THE FORT BRAGG NC FAMILY AND MORALE, WELFARE AND RECREATION (F&MWR) RULES DURING UNMANNED HOURS OF OPERATION, AS STATED IN THIS MOA. RULES MAY BE AMENDED PERIODICALLY BY THE BRANCH MANAGER OF SFA (SPORTS, FITNESS AND AQUITICS, F&MWR.

1. Please print the following information:

Printed Rank/Name: \_\_\_\_\_ Unit/Organization: \_\_\_\_\_

CAC Expiration Date: \_\_\_\_\_ DOD#: \_\_\_\_\_ Cell: \_\_\_\_\_

Email (Official): \_\_\_\_\_ Duty Phone: \_\_\_\_\_

2. Fitness Center Rules during unmanned hours of operation:

ACTION / INFORMATION	INITIAL
I must register my CAC at the fitness center to gain access and confirm eligibility.	
I must swipe my CAC once for each entry and if I am already in the facility when it closes, I will exit and swipe my CAC again for access and accountability.	
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 acknowledge I am not authorized to bring guest in the facility during unmanned hours.	
Upon entering or exiting the fitness center, I must ensure the access door closes securely behind me. All other doors must remain closed at all times unless needed for emergency egress.	
Unmanned Fitness Center access (via CAC) will only be granted to adults 18 years or older.	
I understand equipment must remain in the facility and will not be taken outside under any circumstances.	
All normal rules of proper dress, machine usage, etiquette & age restrictions remain in effect.	
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 am expected to conduct myself in accordance with the applicable laws/rules, Fort Bragg NC Community standards, and good standards of conduct.	
I am responsible to report any misuse, abuse, or violation to the Military Police immediately and the Fitness Center Staff. Any emergency dial 911, let them know you are on Fort Bragg. Military police 910-396-0391	
Holding or propping any door open is strictly prohibited and will result in the loss of my access privileges.	
During unmanned hours, the Fitness Center Staff will not be available to respond to emergencies. If assistance is needed an AED and first aid kit are located in the facility. It is my responsibility to be aware of their locations. I have identified locations of Telephone, AED and First Aid Kit.	
Fort Bragg NC 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.	
In the event of a power outage, or the post is closed or closes down the facility will close immediately and I am to gather my belongings and exit the building promptly. I will ensure door(s) are secured upon exit.	

I am  / am not  familiar with the safe operation of all fitness equipment available during unmanned hours. If not, an equipment orientation is required before using facility after-hours. ORIENTATION DATE: \_\_\_\_\_

I certify that I have read and understand the **FORT BRAGG NC FMWR Memorandum of Agreement** and I agree to abide by these terms during unmanned hours of operation.

X \_\_\_\_\_  
Sponsors Signature

\_\_\_\_\_  
Date

MOA Expiration Date  
\_\_\_\_\_

Staff initials  
\_\_\_\_\_

## **USE OF CALLAHAN PHYSICAL FITNESS CENTER LIABILITY WAIVER, RELEASE & COVENANT NOT TO SUE**

**Acknowledgment of legal consequences:** I acknowledge that by signing this document, I am releasing the Department of the Army and U.S. Army Garrison-Fort Bragg, 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 U.S. Army Garrison-Fort Bragg to use the Callahan Physical 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. NO ONE may be on-site to respond to a medical emergency. There may be periods of time, in excess of 6 hours, during which no one accesses the Callahan Physical Fitness Center while it is unmanned. Additionally, I understand that risks are inherent in any all physical activity and exercise, use of exercise equipment as well as 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), 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 U.S. Army Garrison-Fort Bragg, 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 Callahan Physical Fitness Center.

### **COVENANT NOT TO SUE:**

I agree never to institute any suit or action at law against the Department of the Army and U.S. Army Garrison-Fort Bragg, 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 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: \_\_\_\_\_  
(Printed Name of Participant)

**X** \_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Printed Name of Witness/Staff Member)

**X** \_\_\_\_\_  
(Signature of Witness/Staff Member)

Facility Walkthrough Checklist  
Callahan Physical Fitness Center-US Army Garrison Fort Bragg

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

ACTION / INFORMATION	INITIAL
SAFETY	
Emergency Phone	
Emergency Exit	
AED	
Fire Extinguishers	
ENTRANCE/EXITS	
How to Scan	
How to Exit	
MISCELLANEOUS	
Incident Reporting	
Water Fountains	
Bathrooms	
Off Limit Areas (Juice Bar, Office, Laundry Room, Front Desk)	

\_\_\_\_\_  
Staff Member Printed Name

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Staff Member Signature