

## **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 \_\_\_\_\_  
(Signature of participant)

\_\_\_\_\_  
(Printed name of participant)

\_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Printed name of Witness)