

## 24/7 Fitness Access Statement of Understanding & Waiver/Assumption of Risk Form

### *Hardstand Fitness Center – Escorted Underage Members*

**I understand and agree that my access to the RAF Mildenhall Fitness & Sports Center (FSC) during unmanned hours is a privilege which can be retracted for not abiding by this SOU. (Please initial beside each block, for each item.)**

	As a parent/legal guardian/steward, I am fully responsible for the underage members at all times.
	As the sponsor, I am responsible for the conduct of my dependents.
	As the sponsor, I will ensure my child is supervised as at times by a parent/legal guardian/steward/“qualified” adult.
	I or the responsible adult will follow Table 3.1, Age Policy IAW AFI 34-266, <i>Air Force Fitness and Sports Program</i> , during manned and unmanned hours (EXCEPTION: 16 years and older must be accompanied by an adult after hours)
	There will be no supervision or assistance during unmanned hours and I am expected to behave in accordance with military rules and standards. Surveillance cameras will record activities within the FSC during unmanned hours. Violations will not be tolerated.
	I understand that I or a responsible adult in care of my dependent will maintain the recommended, high risk adult-to-child ratio of 1:8 at all times IAW AFI 34-144, Child and Youth Programs. If I am not accompanying my child, I understand the designated responsible adult must process a group reservation request for them to enter the facility.
	I understand IAW AFI 34-266, “Active duty members have priority over family members” in Air Force fitness centers and will honor facility reservation rules.
	I will be required to swipe my CAC/Fitness Access card for entry. For underage members, they must be registered under their guardian or be approved to enter the facility through the group reservation process if with another responsible adult when not accompanied by their legal guardian.
	Allowing others access to enter the facility without utilizing their CAC, is considered unauthorized entry and violates this agreement. Exceptions include any authorized dependents under my care or a designated “qualified adult’s” care.
	Areas that are not available for use will be locked or clearly marked as restricted. (see Table 3.1 for age limitations)
	There may not be anyone on site to respond to an emergency situation. However, in case of any emergency or need for assistance, emergency phones are located in the facilities and will be used to report issues with the facility or patrons.
	The RAF Mildenhall Fitness Centers are not responsible for my personal property or my dependents and I and/or my dependents will safeguard belongings.
	I will not leave my dependents unattended at any time during unmanned hours and understand violations of any domestic laws/guidelines may be reported to Family Advocacy.
	The first offense or violation of this SOU and Waiver/Assumption of Risk Form may result in loss of my privileges; and at which time, the sponsor’s First Sergeant will be notified. Any offense thereafter may result in further disciplinary action, permanent revocation of privileges, and my chain of command being involved beyond the First Sergeant.
	I acknowledge I received the required orientation for emergency procedures/information, phone procedures, Automated External Defibrillator (AED) familiarization, and first aid kit with instructions (at the time of registration).
	I will sign this policy upon the first registration and any time I renew my registration. Any changes to this policy will not require signature, but I agree to abide to future changes. FSC staff will post any policy changes to this agreement 30 days in advance, still binding me to the most current regulations unless I opt out of the program and unregister my card.
<b>Operations and Emergency Procedure Checklist</b>	
	<b>Telephone locations:</b> Selectorized Room   Cardio Room   Locker Rooms   Lobby
	<b>Emergency contacts:</b> Security Forces/Ambulance/Fire Dept: 999   CE Customer Service After Hours: 226-2255
	<b>Authorized areas:</b> Weight/Cardio Rm   Courts   Aerobics Rm/Track   Lobby   Locker Rms (age restrictions apply, see Table 3.1)
	<b>I certify that I understand and agree to adhere to these requirements to utilize the RAF Mildenhall Fitness &amp; Sports Center, 24/7 (after hours) Fitness Access program. I agree to abide by these statements by signing below.</b>
<b>First and Last Name of Dependents Under the Age of 18</b>	

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Rank: \_\_\_\_\_ Unit: \_\_\_\_\_ DEROS: \_\_\_\_\_ Registration Date: \_\_\_\_\_

# WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration for permitting members and their dependents unrestricted, afterhours access to the RAF Mildenhall Fitness Centers (Northside and Hardstand) the undersigned, for themselves, and for their respective dependents, including children, agree as follows:

\_\_\_\_\_ **Assumption of Risk:** The undersigned acknowledges and agrees they and their dependents understand the risk of utilizing the RAF Mildenhall Fitness Centers; that the member is qualified, in good health, and in proper physical condition; that there are certain inherent risks and dangers associated with using the fitness centers; and that they knowingly and voluntarily accept and assume responsibility for each of these risks and dangers.

\_\_\_\_\_ **Release and Waiver:** The undersigned and their dependents hereby release, waive, discharge and covenant not to sue the Air Force from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to unrestricted, afterhours access to the fitness centers.

\_\_\_\_\_ **Indemnification and Hold Harmless:** The undersigned and their dependents agree to indemnify, defend and hold harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to attorney's fees, arising from, or in any way related to utilization of the fitness centers.

\_\_\_\_\_ **Property Loss/Damage:** In accordance with Air Force Instruction 51-502, *Personnel and Carrier Recovery Claims*, paragraph 2.5, the undersigned and their dependents agree to waive any personal property or damage claims resulting from the use of the fitness centers. In consideration, the Air Force agrees to provide afterhours access to the fitness centers.

\_\_\_\_\_ **Severability:** The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by federal law and Air Force regulations and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_\_ **Acknowledgment of Understanding:** The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sponsor Name (printed)

\_\_\_\_\_  
Sponsor's Unit

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FSS Member's Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## AFI 34-266, Air Force Fitness and Sports Program, Table 3.1. Age Policy

<b>Youth 16 years of age and over</b>	Permitted in all areas of the FSC without a qualified adult*. <b>(T-1) EXCEPTION: Must be accompanied by a qualified adult unmanned, after-hours under the 24/7 Fitness Access program.</b>
<b>Youth 13 - 15 years of age</b>	Permitted in cardiovascular, weight equipment, group exercise rooms, locker rooms, saunas, etc., only under qualified adult interactive supervision. Interactive supervision requires qualified adult and child to participate in/perform activity together at all times. Permitted in other activity areas (i.e., basketball court, racquetball court, running track) only when a qualified adult is present in the facility at all times. Permitted to be a participant (participating in age appropriate programming) or spectator in a sport or special event when a qualified adult is present in the facility at all times. For Fitness and Sports Center pools, use is permitted during instructional programs, or when a qualified adult is present in the facility at all times.
<b>Youth 6 - 12 years of age</b>	Not permitted in cardiovascular, sauna, weight equipment rooms, or group exercise rooms during scheduled adult exercise classes. Permitted in other activity areas (i.e., basketball court, racquetball courts, running track, locker room, parent and youth area) only under qualified adult interactive supervision. Interactive supervision requires qualified adult and child to participate in or perform activity together at all times. Permitted to be a participant (participating in age appropriate programming) or spectator in a sport or special event only under qualified adult interactive supervision. For Fitness and Sports Center pools, use is permitted during instructional programs, or when under qualified adult interactive supervision.
<b>Children under 6 years of age</b>	Not permitted in Fitness and Sports Centers except as follows: Permitted in Fitness and Sports Center Parent (legal guardian) and child areas for supervised play. Permitted to be a participant (participating in age appropriate programming) or spectator in a sports activity or special event under qualified adult interactive supervision. Interactive supervision requires qualified adult and child to participate in/perform activity together at all times. For Fitness and Sports Center pools, use is permitted during instructional programs, or when under qualified adult interactive supervision.
<b>NOTE:</b> * For purposes of this Table, a "qualified adult" is a parent, legal guardian, qualified Family Member Program (FMP) staff member, FSC staff member conducting a program, or coach.	



24/7 Fitness Access Age Policy for Escorted Underage Members, based on AFI 34-266, Air Force Fitness and Sports Program, Table 3.1. Age Policy