



# RUMPEL FITNESS CENTER

## FORT MCCOY WISCONSIN



# 24/7 Access Agreement

## MEMORANDUM OF AGREEMENT FOR KEYLESS ACCESS

Rumpel Fitness Center - US Army Garrison Fort McCoy

I understand and agree that access to Rumpel Fitness Center (RFC) during unmanned hours is a privilege, which can be revoked for a violation of the following policies. I agree to abide by the RFC, Family and Morale, Welfare and Recreation (FMWR) policies during unmanned hours of operation, as stated in this Memorandum of Agreement (MOA). Policies may be amended as needed by the FMWR Business and Recreation Division (BRD) Chief.

For current staffed hours of operation, please visit [www.mccoy.armymwr.com](http://www.mccoy.armymwr.com) or call 502-898-2290.

Please print the following information:

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

Email (Official preferred):  
\_\_\_\_\_

Contact Number: \_\_\_\_\_

**DOD AFFILIATION:**

Unit: \_\_\_\_\_ DoD# \_\_\_\_\_

CAC Expiration Date: \_\_\_\_\_

**MILITARY:**

Unit: \_\_\_\_\_ DoD# \_\_\_\_\_

CAC Expiration Date: \_\_\_\_\_

**MILITARY SPOUSE/DEPENDENT (18 Yrs+):**

Sponsors Name: \_\_\_\_\_

Sponsors Unit: \_\_\_\_\_

Military ID Expiration Date: \_\_\_\_\_

**DOD CIVILIAN:**

Organization: \_\_\_\_\_

CAC Expiration Date: \_\_\_\_\_

**RETIREE/SPOUSE:**

Military ID Expiration Date: \_\_\_\_\_

**STAFF INITIALS:** \_\_\_\_\_

# RUMPEL FITNESS CENTER POLICIES DURING UNMANNED HOURS OF OPERATION:

| POLICIES:  | INITIAL |
|--|---------|
| All authorized Military and DoD CAC card holders, as defined by AR215-1, age 18 and older may access the Rumpel Fitness Center during unmanned hours.  |         |
| I acknowledge I must complete and sign for receiving this Memorandum of Agreement (MOA) and register for 24/7 access before access during unmanned hours is granted.   |         |
| I acknowledge I must swipe my CAC in order to access the facility.   |         |
| I acknowledge I am not authorized to bring guests in the facility during unmanned hours.   |         |
| I acknowledge sharing my CAC or holding the door open for another patron is not authorized. This action will be considered theft of services and will result in the immediate termination of my 24/7 access. Upon entering or exiting the fitness center, I must ensure the door is closed securely behind me. All other doors must remain closed at all times unless needed for emergency egress. |         |
| I acknowledge should the installation close for any reason (weather emergencies, etc.) The fitness center is considered closed. I will exit the facility immediately if I am already present. Additionally, I may not gain access during closure until the installation opens to the workforce   |         |
| I acknowledge all fitness center policies of proper dress, machine usage, etiquette & age restrictions remain in effect during unmanned hours. I acknowledge I am responsible to report any misuse, abuse, or violations of Rumpel Fitness Center policies to the Fort McCoy Police and the Fitness Center Staff.  |         |
| I acknowledge it is highly recommended not to exercise above my training limits and the “buddy system” is not required, however it is highly encouraged for patron safety.   |         |
| I understand equipment must remain in the facility and will not be taken outside under any circumstances.  |         |
| 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 acknowledge in the event of a power outage, the facility will close immediately. I am to gather my belongings and exit the building promptly. I will ensure door(s) are secured upon exit.   |         |
| I acknowledge I have identified the location of the emergency first aid kit, the AED and emergency phone numbers. In the event of an emergency, dial 911 and let them know you are on Fort McCoy.  |         |
| I acknowledge 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 acknowledge 24/7 should not be used for unit physical training (PT).   |         |
| I acknowledge the fitness center is not responsible for personal property left on premises.  |         |
| I will identify and assess risks before engaging in any activity and will take reasonable precautions to mitigate risk of injury, including exercising with someone or using cardiovascular, weight and selectorized equipment.  |         |
| I represent that I am in good physical health and have no symptoms, medical conditions, impairments or diseases that would prevent me from utilizing the fitness center. I also understand it is my responsibility to discontinue activity if medical symptoms appear after use of the fitness center. I agree I will not engage in activities that could result in injury.                        |         |
| I acknowledge that any behavior counter to that in the above listed MOA will result in loss of privileges to use the facility during unmanned hours and could result in loss of privileges. Additionally, Uniform Code of Military Justice (UCMJ) or other legal action being taken against me based on the severity of the offense.   |         |
| I am familiar with the safe operation of all fitness equipment available during unmanned hours. If not, an equipment orientation is available before using facility during unmanned hours.   |         |

# USE OF RUMPEL FITNESS CENTER LIABILITY WAIVER, RELEASE & COVENANT NOT TO SUE

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**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 McCoy, 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 McCoy to use the Rumpel 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 Rumpel 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 McCoy, 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 Rumpel 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 McCoy, 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.