

**MCBH SEMPER FIT CENTER
ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY**

IMPORTANT: THIS IS A LEGAL DOCUMENT

PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, PLEASE ASK US OR CONSULT AN ATTORNEY.

In consideration for allowing me to use and participate in activities at the Marine Corp Base Hawaii (MCBH), Marine Corps Community Service (MCCS), Kulia Semper Fit Center at MCBH at Kaneohe Bay, and Camp Smith Fitness Center location in Aiea, Hawaii. I hereby take the following actions for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf:

- (a) I acknowledge that the facility is unmanned and performing activities carries with it the potential for death, serious injury, and property loss. The equipment that is made available during unmanned hours may cause cuts, bruises, sprains, muscle tears, broken bones, other trauma to body parts and potentially death.
- (b) I certify as follows: (1) that I am 18 years or older; (2) that I am physically capable and able to participate in physical activities; have reported all unusual medical conditions to MCCS; and (3) that I have not been advised against participation in using the fitness center by a qualified health professional. If I have any health or medical concerns now or after I register for access, I will immediately discontinue my use of the facility until I am cleared for physical activity by my medical provider.
- (c) I certify that I will not do drugs, consume alcohol, or smoke cigarettes (to include e-cigarettes) in or on the premises.
- (d) I acknowledge as follows: (1) that I have read and understand the MCCS Semper Fit Rules and User Agreement and agree to abide by them; (2) that I will obey all posted MCCS Semper Fit safety signs and will obey instruction of MCCS employees while using the facility; (3) that I agree to follow safe procedures and to avoid unnecessary hazardous situations; and (4) that I have received the instruction from MCCS personnel necessary to participate in the facility safely.
- (e) I agree that, prior to participating in the event, I will inspect the facilities, equipment, and areas to be used and, if I believe any are unsafe, I will immediately report this the Main Semper Fit Center.
- (f) I assume all risks associated with exercising on my own with no supervision. I understand that the facility will be unsupervised and that no personnel assigned to the fitness center or other employee will be on site to help me use the equipment or to provide immediate assistance in case I become ill, injured or incur a life-threatening emergency.

g) I forever release, acquit and discharge from all known obligations, losses, damages, liabilities, injuries, claims, demands, actions, causes of action and expenses, including without limitation, attorney's fees and costs, the following persons or entities: United States Government; MCB Hawaii, MCCS, and all volunteers, officers, directors, employees, representatives and agents of the above.

(h) I agree not to sue any of the persons or entities mentioned in paragraph (g) above for any of the claims, losses or liabilities that I have waived released and discharged therein.

(i) I indemnify and hold harmless the persons or entities mentioned above in paragraph (g) above from any and all claims made, or liabilities assessed against them as a result of my actions and the actions of other participants.

I certify that I have read all the provisions of this informed consent, waiver and release from liability form and fully understand all of the same. I intend for this informed consent, waiver and release to be effective during each of my participations in the event until it expires three years from the date of my signature below. If any provisions contained in this informed consent and waiver of liability form are held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this informed consent and waiver of liability agreement form and shall in no way affect, impair or invalidate any other provision herein contained.

(Please Print Legible below)

(DOD Employees: Unit = Workplace)

Name: _____ Rank _____

Email: _____ Unit/Workplace _____

Phone: _____

Signature: _____

Date: _____

Semper Fit Staff: Name/Signature/Date: _____