

# Request Form For Unmanned Access at Stuttgart Fitness Centers

## USER INFORMATION

Name (PRINT): \_\_\_\_\_

AD  CIV  CTR  Other

DSN: \_\_\_\_\_

Army  Navy  USMC  AF

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Grad/Rank: \_\_\_\_\_

Gender: \_\_\_\_\_ Birthday: MM/DD/YY \_\_\_\_\_

## SPONSOR INFORMATION, IF APPLICABLE

Name (PRINT): \_\_\_\_\_

AD  CIV  CTR  Other

DSN: \_\_\_\_\_

Army  Navy  USMC  AF

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Grad/Rank: \_\_\_\_\_

Gender: \_\_\_\_\_ Birthday: MM/DD/YY \_\_\_\_\_

AUP  WAIVER Request Approved With Authorized Signature: \_\_\_\_\_

- AUP and Waiver must be signed prior to activation.
- DoD ID card holder(s) must be present at time of activation.
- Key FOBs will be activated.
- Dependent's activation does not require sponsor as long as all information is completed above.
- The Fitness Center reserves the right to delay activation for administrative purposes.



For any questions, please contact:

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# Acceptable Use Policy (AUP) Access during Unmanned Hours

## READ CAREFULLY—THIS AFFECTS YOUR ABILITY TO ACCESS THE KELLEY, PATCH, PANZER AND ROBINSON FITNESS CENTERS

I understand and agree that my access to fitness centers during unmanned hours is a privilege governed by this Authorization. I agree to abide by the terms and conditions of this AUP. I understand that failure to comply with the AUP will result in revocation of access privileges during unmanned hours.

**By my initials below, I express my understanding of, and agreement to the following:**

USAG Stuttgart, through its authorized agents, possesses the right to terminate my ability to access the FC during unmanned hours. Initials \_\_\_\_\_

All authorized patrons defined by Army Regulation 215-1 Chapter 7 and over the age of 18 (ActiveDuty can be age 17) may request access to the FC during unmanned hours. FC will register my FOB prior to accessing FC during unmanned hours.

Initials \_\_\_\_\_

I understand that access during unmanned hours will be limited due to system maintenance and updates. Initials \_\_\_\_\_

I must sign both the AUP and the claims waiver to continue my access during unmanned hours. Initials \_\_\_\_\_

It is my responsibility to inform FC staff that I have lost my FOB. Initials \_\_\_\_\_

By signing this document, I agree to report any misuse, abuse, or violations of FC policies to the FC staff at the earliest possible opportunity. Initials \_\_\_\_\_

I am not permitted to have guests in the facility during unmanned hours. Initials \_\_\_\_\_

After normal operating hours I will badge into the FC using the designated entrance and I will exit the facility by the same door unless otherwise instructed to do so by FC staff. If I am in the facility prior to closure and desire to remain in the facility I must follow the direction of the FC staff, exit the building, and badge in if I desire to continue to work out.

Initials \_\_\_\_\_

I will ensure that upon gaining entry or exiting the facility, I close the door securely behind me. All other doors and windows MUST REMAIN CLOSED except in case of an emergency. The designated door is the only authorized entrance after normal operating hours. Initials \_\_\_\_\_

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 FC. Violations of FC policies will not be tolerated. Initials \_\_\_\_\_

All disclosed personal data is protected under the Privacy Act of 1974 (Section 3013(g), Title 10, United States Code). The data collected on this form will facilitate verification of the identities of VSI/ RecTrac users. Disclosure is voluntary, however applicants who fail to provide sufficient information will not be processed. This data is for official use only and will be used in strict confidence in accordance with the Privacy Act of 1974 and other federal regulations.

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Holding or propping the door open is strictly prohibited and will result in immediate loss of my privilege. Sharing my FOB or "Tail Gating" (i.e. accessing the FC, without scanning one's FOB, via the scan of another individual's FOB) is strictly prohibited. All members must badge in with their FOB; failure to do so will result in immediate loss of privilege. Initials \_\_\_\_\_

I understand I may be held financially responsible for my misconduct or negligence during unmanned hours; actions such as theft, defacement, intentional damage to government property, and violation of posted or stated rules will not be tolerated. Violations will be prosecuted IAW with the UCMJ or Host Nation law. I understand that use of the FC may be revoked at any time for non-compliance and that I must report violation of these rules to the FC employees at the earliest possible opportunity. Initials \_\_\_\_\_

Equipment must remain inside FC and will not be taken outside of the FC under any circumstances. Initials \_\_\_\_\_

I acknowledge it is my responsibility to have a workout partner (with authorized access) when using the FC during unmanned hours. Should I assume the risk of working out alone I further understand if I become injured or have any other medical emergency there may be no one on site to respond to my emergency. If I need assistance there is a direct phone line to the Provost Marshal office, which is located near the authorized entrance. Initials \_\_\_\_\_

I will identify and assess potential risks before engaging in activity. I will take reasonable precautions to mitigate risk of injury. I understand I am highly encouraged to have a workout partner. Initials \_\_\_\_\_

A spotter is required when using free-weight bars. Additionally, I understand it is highly recommended not to exercise above my training limits and experience. Initials \_\_\_\_\_

In the event of a Natural Disaster (I.E. power outage, flooding, etc.), Major Accident, CBRNE incident or active shooter, I will execute lockdown or evacuation procedures- whichever is warranted for the incident at hand. I will proceed to contact the Provost Marshal office for further instruction. Initials \_\_\_\_\_

My violation of this AUP and claims waiver could result in loss of my privileges and subject me to further discipline. Initials \_\_\_\_\_

I hereby acknowledge and agree that the DoD, USAG Stuttgart, Directorate of Family Morale, Welfare and Recreation (DFMWR) or FC or their staff members, are not responsible for my safety during unmanned hours and I assumes all risk associated with using the FC during unmanned hours. Initials \_\_\_\_\_

**I CERTIFY I HAVE READ AND UNDERSTAND THIS AUP. I AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THE AUP. FURTHERMORE, I UNDERSTAND THAT THIS IS A PRIVILEGE THAT CAN BE REVOKED AT ANY TIME.**

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

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

Date: \_\_\_\_\_

## Assumption of Risk of Injury and Waiver of Claims during Unmanned Hours

### READ CAREFULLY—THIS AFFECTS YOUR ABILITY TO ACCESS THE KELLEY, PATCH, PANZER AND ROBINSON PHYSICAL FITNESS CENTERS

In consideration of being provided access to USAG Stuttgart Fitness Centers (FC) during unmanned hours, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the FC, the United States Army, and the United States Government, and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the FC. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the FC, the United States Army, and the United States Government, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said equipment and facilities. I expressly agree to indemnify and hold the FC, the United States Army and the United States Government harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me. I agree to be solely responsible for safety and well-being.

Initials \_\_\_\_\_

I understand the FC does not provide supervision, instruction, or assistance for the use of the facilities and equipment during unmanned hours. Initials \_\_\_\_\_

I agree to comply with all rules imposed by the FC regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. Initials \_\_\_\_\_

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, permanent disability, and death. Initials \_\_\_\_\_

I understand and agree that the FC is not responsible for personal property that is lost, stolen, or damaged while in, on, or about the premises. Initials \_\_\_\_\_

PRE-EXISTING MEDICAL CONDITIONS. I represent that I am in good physical health and have no symptoms, medical conditions, impairments, or diseases that might be aggravated, worsened, or induced by my intended use of the FC. If I have any health or medical concerns now or after I register, I will immediately discontinue my use of the FC during unmanned hours until I am cleared for physical activity by a physician. I agree not to engage in a use of the FC that will result in self injury. Initials \_\_\_\_\_

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I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

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

Date: \_\_\_\_\_ Sponsor Rank/ Name: \_\_\_\_\_

Unit: \_\_\_\_\_ Duty phone and email: \_\_\_\_\_

DEROS: \_\_\_\_\_

FC Staff Member Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Staff Member Signature: \_\_\_\_\_