

# UNMANNED USE OF MCCS FITNESS CENTERS

## PRIVACY ACT STATEMENT

In accordance with the Privacy Act of 1974, as amended, this notice informs you of the purpose for collection of information on this form. Authority: 10 USC 5013, Secretary of the Navy; 10 USC 5041, Headquarters, U.S. Marine Corps; MCO P1700.27B, Marine Corps Community Services Policy Manual. Purpose: The information collected in this System is used to record patron acknowledgment and agreement to terms of services, identify and contact patron, for billing and collection of accounts. Routine Uses: To various officials outside the Department of Defense (DoD) specifically identified as a Routine Use in the Privacy Act System of Records Notice NM01700-1. Additionally, information may be shared outside of DoD pursuant to the blanket routine uses established by DoD Privacy Office that apply to all DoD Privacy Act Systems of Records. Disclosure: Providing information on this form is voluntary, but failure to provide the requested information may result in denial of participation in the unmanned program.

## STATEMENT OF UNDERSTANDING (SOU)

**I understand and agree that my access to the MCCS Fitness Center during unmanned hours is a privilege and may be retracted if I fail to follow the Rules of Use, this SOU, and the Assumption of Risk/Waiver Form.**

(INITIAL EACH STATEMENT BELOW.)

- \_\_\_\_\_ (a) I will sign this SOU and the Assumption of Risk/Waiver Form prior to utilizing the Fitness Center during unmanned hours. Upon submission of these forms, my CAC card will be registered for access within 48 hours. I understand that only registered authorized patrons may have access to the Fitness Center during unmanned hours and that I am responsible to report any misuse, abuse, or violations to the Provost Marshals Office (PMO) or the MCCS Fitness Center staff.
- \_\_\_\_\_ (b) I am not permitted to have guests or any unregistered patron group with me during unmanned hours. If I am found in violation, I will forfeit my privilege to utilize the Fitness Center.
- \_\_\_\_\_ (c) There will be no supervision or assistance during unmanned hours. Surveillance cameras will record activities within the MCCS Fitness Center during unmanned hours.
- \_\_\_\_\_ (d) I am required to swipe my CAC for entry. If I am already in the facility when it closes, I will exit the facility and re-enter using my CAC in accordance with the unmanned hours of operation policy.
- \_\_\_\_\_ (e) Holding or propping any door open is strictly prohibited and will result in the loss of authorized access; I will ensure that the door closes securely following my entry and exit. I understand that sharing my CAC is prohibited and may subject me to loss of privileges and/or administrative or disciplinary action. All exterior doors will remain closed unless needed for an emergency.
- \_\_\_\_\_ (f) Areas that are not available for use will be locked or clearly marked as restricted.
- \_\_\_\_\_ (g) An active phone is located at the front desk for use in the event of an emergency. For emergency assistance, dial 911 and then contact PMO at (843) 228- 6710.
- \_\_\_\_\_ (h) I will identify and assess potential risks before engaging in any activity. The buddy system is recommended during unmanned hours.
- \_\_\_\_\_ (i) I will not exercise above my training limits and experience. I understand I can make an appointment with an Athletic Trainer to assess my target training levels and capabilities.
- \_\_\_\_\_ (j) I understand that MCCS South Carolina is not responsible for my personal property.
- \_\_\_\_\_ (k) I understand that in the event of a power outage I will exit the facility immediately.

**I have read and understand this SOU and I'm fully aware of the procedures required to utilize the MCCS Fitness Centers during unmanned hours. A copy of the Standard Operating Procedures (SOP) was made available to me.**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## ASSUMPTION OF RISK OF INJURY, HOLD HARMLESS, AND WAIVER OF CLAIMS

### As a condition of using the MCCS Fitness Center during unmanned hours:

(INITIAL EACH STATEMENT BELOW.)

\_\_\_\_\_ 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 MCCS Fitness Center during unmanned hours. If I have any health or medical concerns now or after I register for access, I will immediately discontinue my use of the MCCS Fitness Center until I am cleared for physical activity by my medical provider. I agree not to engage in a use of the Fitness Center that will result in self-injury.

\_\_\_\_\_ I acknowledge there is an inherent risk connected with any physical activity, including the dangers of physical injury or death, and the equipment made available during unmanned hours may cause cuts, bruises, sprains, muscle tears, broken bones, other trauma to body parts, and potentially death.

\_\_\_\_\_ I understand and agree that the Fitness Center 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 exercise in the manner that I choose to exercise, or provide immediate assistance in case I become ill, injured, or incur a life-threatening emergency.

\_\_\_\_\_ I assume all risk of injury and waive all rights to pursue monetary damages, recovery of expenses or fees, or any other relief as a result of injury or other loss occurring from my use of the Fitness Center during unmanned hours.

\_\_\_\_\_ In the event that I am ill, injured, or incur a life-threatening condition while at the Fitness Center, I will hold harmless the United States Government, the United States Marine Corps, MCCS, and all the respective personnel and employees thereof from all claims of any sort for damages or for other relief. I knowingly and voluntarily waive my right to make legal action or equitable claims. I intend this assumption of risk and waiver of liability to apply to my family members, successors, heirs, and assigns.

\_\_\_\_\_ I am familiar with how to safely operate all fitness equipment available during unmanned hours.

LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE INITIAL: \_\_\_\_\_

RANK (EXAMPLE: E1): \_\_\_\_\_ DOD ID: \_\_\_\_\_

SELECT AUTHORIZATION TYPE:  MILITARY  CIVILIAN W/ CAC CARD

INSTALLATION:  MCAS BEAUFORT  MCRD PARRIS ISLAND COMMAND/UNIT/BN: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PROTECT WHAT YOU'VE EARNED, WORK OUT WITH A BUDDY**