

USCG BASE KODIAK NORTHERN LIGHTS RECREATION FACILITY
STATEMENT OF UNDERSTANDING (SOU) AND FACILITY LIABILITY
WAIVER

Applicant Name (Last, First, MI): _____

Select One:

*Sponsor's Rank/Name (Last, First, MI): _____

*Sponsor's Unit: _____

**Supervisor Rank/Name: _____

*** Dependents must list sponsor's info ** Civilians and AD must complete**

READ CAREFULLY- THIS AFFECTS YOUR LEGAL RIGHTS

I understand and agree that my access to the USCG Northern Lights Recreation Facility (NLRF) during unmanned hours is a privilege governed by this SOU. I agree to abide by the terms and conditions of this SOU and CGBASEKODIAKINST 1710.2(series). I understand that failure to comply with the SOU may result in revocation of access privileges during unmanned hours.

I understand that:

_____ Morale, Welfare, and Recreation (MWR) eligible patrons, over the age of 18 (Active Duty can be age 17) are eligible to access the NLRF during unmanned hours. Guests are NOT AUTHORIZED during unmanned hours.

_____ I will register my Common Access Card (CAC)/fitness access key fob and sign this SOU and Facility Liability Waiver prior to participating in unmanned fitness access.

_____ Registered users will scan their CAC/fitness access key fob for entry at the designated entry point prior to entering the building. All other doors will remain closed unless needed for an emergency. **If in the NLRF when manned hours are ending, registered patrons are required to exit the facility and scan back in with their CAC/fitness access key fob.**

_____ Holding or propping the door open is strictly prohibited and may result in the loss of my unmanned access to the NLRF. I will ensure that the door closes securely following my entry and departure.

_____ CAC/facility access key fob sharing is strictly prohibited.

_____ Areas which are not available for use will be locked or clearly marked as restricted/staff only: I will not attempt to access locked or restricted spaces during unmanned hours. Restricted areas include but are not limited to racquetball, wallyball and basketball courts,

locker rooms, tanning bed, aqua massager, infrared saunas and Gear Issue desk/office.

_____ NLRF equipment must remain inside the facility and will not be taken outside under any circumstances. Any equipment discrepancies shall be logged in the GYM EQUIPMENT DISCREPANCY LOGBOOK, located in the Weight, Aerobics, and Spin Rooms.

_____ There is no supervision or staff assistance during unmanned hours, and I will behave in accordance with military rules and standards. Surveillance cameras will record activities within the NLRF during unmanned hours. Violations of policies will not be tolerated. Theft, defacement or intentional damage to government property, sexual harassment/assault, use of alcohol or other violations will be submitted to CG Security Forces for processing.

_____ A spotter and clamps are required when using free-weight bar. If a spotter is not available, the Smith Machine or selectorized equipment shall be used. It is recommended to use cardiovascular and selectorized equipment versus free-weights, to mitigate user risk of injury. Max-weight attempts, on any exercise, or exercising above one's training limits and experience are prohibited during unmanned hours.

_____ In case of any emergency or need for assistance there is a red phone with a direct line to CG Security Forces dispatch and a land line located at the Gear Issue Desk. Patrons are encouraged to carry their cell phones for immediate access to help in the event of an emergency. An AED is located next to the Gear Issue Desk and a first aid kit is in the Cardio Room. The use of the "Buddy System" is highly encouraged.

_____ In the event of a natural disaster (tsunami, etc.), I will execute evacuation procedures as described in the orientation video. The highest-ranking member will take charge during evacuation situations.

_____ MWR and NLRF staff are not responsible for any of my personal property that is damaged, lost, or stolen while in or around the NLRF.

_____ The disciplinary actions that will be taken if I violate the policies are set forth in CGBASEKODIAKINST 1710.2 (series) and this SOU.

_____ I understand that if my CAC/fitness access key fob stops working, I will be required to report to the NLRF during normal business hours (8-4) to have my permissions evaluated. There is no emergency after-hours access process.

_____ I am familiar with how to safely operate all fitness equipment available during unmanned hours and have watched the Orientation Video.

I am responsible to report any misuse, abuse or violations to the Coast Guard Police Department (CGPD) or NLRF staff.

Signature Required

Date

Facility Liability Waiver

If you are aware of any personal health problems, we urge you to see your doctor before using our facilities.

I hereby acknowledge that use of the MWR Kodiak Northern Lights Recreational Facility and its amenities, including but not limited to use of the facility’s equipment and participation in any of the facility’s activities or programs, could cause injury to me or damage to my personal property. I agree to assume any and all risks and liability associated with any personal injury, death, property loss, or other damages which may result from or arise out of use of the facility and its amenities, equipment, activities, or programs, including those which arise out of the negligence of the facility, the U.S. Coast Guard MWR program, the U.S. Coast Guard, the United States Government, or their officers, employees, agents, or affiliates. I hereby release and discharge the facility, the U.S. Coast Guard MWR program, the U.S. Coast Guard, the United States Government, or their officers, employees, agents, or affiliates from any and all claims, damages, demands, and rights or causes of action, present or future, known or unknown, anticipated or unanticipated, which may result from or arise out of use of the facility and its amenities, equipment, activities, or programs, including those which arise out of the negligence of the facility, the U.S. Coast Guard MWR program, the U.S. Coast Guard, the United States Government, or their officers, employees, agents, or affiliates. If any portion of this waiver and release should be deemed unlawful by a court of competent jurisdiction, the offending portion shall be stricken and the remainder of this waiver and release shall remain in full force and effect and shall be interpreted according to the intent of the parties.

_____ I REPRESENT THAT I AM IN GOOD PHYSICAL HEALTH AND HAVE NO SYMPTOMS, MEDICAL CONDITIONS, IMPAIRMENTS, OR DISEASES THAT MIGHT BE AGGRAVATED, WORSENERD, OR INDUCED BY MY INTENDED USE OF THE USCG BASE KODIAK NORTHERN LIGHTS RECREATIONAL FACILITY. IF I HAVE ANY HEALTH OR MEDICAL CONCERNS NOW OR AFTER I REGISTER, I WILL IMMEDIATELY DISCONTINUE MY USE OF THE FITNESS CENTER UNTIL I AM CLEARED FOR PHYSICAL ACTIVITY BY MY PHYSICIAN. I AGREE NOT TO ENGAGE IN AN USE OF THE FITNESS CENTER THAT WILL RESULT IN SELF INJURY.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS SOU AND FACILITY LIABILITY WAIVER, AND FULLY UNDERSTAND THAT IT IS A WAIVER AND RELEASE OF LIABILITY OF ANY RIGHTS I MAY HAVE TO MAKE CLAIMS OR BRING CAUSES OF ACTION AS DESCRIBED HEREIN.

I have read and understand the information above:

Printed Name (Last, First MI)	Signature	Date
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