

## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

### After hour use of Schriever AFB Fitness Center

I, \_\_\_\_\_,  
Herby assume all risks for using the Schriever AFB Fitness Center after normal business hours. Including by way of example, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit and have not been advised to not participate in any form of exercise by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my active participation in a rigorous workout.

\_\_\_\_\_ I certify that I am at least sixteen (16) years of age. I acknowledge that I do NOT have the ability to escort anyone, regardless of age, into the facility after hours.

\_\_\_\_\_ I certify that I am at least eighteen (18) years of age. I acknowledge and accept full responsibility for any minor that I escort into the facility after hours.

Active Duty, Retirees and Reserve/Guard dependents under 16 years of age require "interactive supervision" and will be escorted by their parent/legal guardian when entering the facility after hours.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by members of the 50th Space Wing, Schriever AFB Fitness Center employees, both civilian and military, who are responsible for the facility and equipment I will use when taking part in after-hours use of the Schriever AFB Fitness Center.

In consideration of my application and permitting me to participate, I hereby take action for myself, my executors, administrators, heirs, next of kin, and successors.

a. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this facility, THE FOLLOWING ENTITIES OR PERSONS: The Department of Defense, the U.S. Air Force, the 50th Space Wing and/or their directors, officers, employees, volunteers, representatives, and agents.

b. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in sub-paragraph (A) above from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise. I acknowledge that the above-listed entities or persons are NOT

responsible for the errors, omissions, acts, or failure to act of any party or entity conducting a specific activity on behalf of the US Air Force.

c. I acknowledge that this activity may test a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by facilities, temperature, and weather, condition of participants, equipment, and actions of other people. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand at the Schriever AFB Fitness Center, I will be monitored and recorded by a CCTV system at all times. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the Department of Defense, the U.S. Air Force, the 50th Space Wing and/or their directors, officers, employees, volunteers, representatives, and agents. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_ Print Participant's Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Age/DOB (mm/dd/yyyy)

\_\_\_\_\_ Date

Parent or Court Appointed Guardian (if participant is under 18 years of age).

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

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

Phone Number & email address: \_\_\_\_\_