

STATEMENT OF UNDERSTANDING FOR WHITSIDE FITNESS CENTER FORT RILEY  
READ CAREFULLY-THIS AFFECTS YOUR LEGAL RIGHTS

I understand and agree that my access to Whitside Fitness Center during unmanned hours is a privilege governed by this Statement of Understanding (SOU). I agree to abide by the terms and conditions of this SOU.

I understand that failure to comply with the terms of this SOU will result in revocation of access privileges during unmanned hours.

By signing below, I hereby agree to release, indemnify, and hold harmless the Directorate of Family, Morale, Welfare & Recreation (DFMWR), Fort Riley and any of its subordinate organizations, and the United States Government from any and all liabilities or claims arising from or which occur as a result of my access to Craig Fitness Center during unmanned hours or which occur as a result of my utilization of any government property provided to me during such a period. As used herein, the term "United States Government" includes any officer, agent, agency, representative, official, or employee of the United States Government.

I covenant and agree that I will never prosecute or in any way aid in the prosecution of any demand, claim, or suit against the aforementioned parties for any loss, damage or injury to my person, child, or property that may occur from any cause whatsoever as a result of my actions or a result of my use of the facility during unmanned hours. I also understand and agree that I may be liable for any damage or loss to the above parties that is caused by me in any manner, including but not limited to simple negligence, gross negligence, willful misconduct, and fraud or other illegal activity.

I also understand and agree that I will indemnify and hold harmless the aforementioned parties for any loss or damage to third parties that is caused by me in any manner, including but not limited to the elements set out above, as a result of my use of the facility during unmanned hours.

By my signature and initials below, I also acknowledge my understanding of, and agreement to, the following:

1. I will register my own CAC or receive my own Proximity Card (PC) and sign all forms prior to accessing Whitside Fitness Center during unmanned hours. Initials \_\_\_\_\_
2. All current authorized patrons defined by AR 215-1, Army Military Morale, Welfare, and Recreation (MWR) Programs, approved by the Garrison Commander (or designee), age 18 and over may access Whitside Fitness Center during unmanned hours. By accessing the facility, I agree to report any misuse, abuse or violations of Whitside Fitness Center policies to the Military Police or the fitness center staff as applicable. \_\_\_\_\_
3. I am not permitted to have unauthorized guests in the facility during unmanned hours.  
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4. There will be no supervision or assistance during unmanned hours and I am expected to behave in accordance with military rules and standards. Furthermore, I agree to use all provided equipment and resources according to their proper use. Surveillance cameras will record activities within Whitside Fitness Center during unmanned hours. Violations of Whitside Fitness Center policies will not be tolerated. I am responsible for my own conduct and the conduct of my dependent(s) (18 years or older; who must have own PC access). \_\_\_\_\_

5. Illegal actions such as theft, defacement or intentional damage to government property, sexual assault or other inappropriate sexual behavior will not be tolerated and, in addition to being reported to law enforcement or other appropriate actions, will result in loss of privileges to the facility. \_\_\_\_

6. I will swipe my CAC or PC entry card, and my entry will be logged in the Whitside Fitness Center database. If I am in the facility when manned operating hours cease, I will exit the facility prior to closing time and swipe back in for accountability. \_\_\_\_\_

7. Holding or propping the door open or otherwise allowing access to unauthorized patrons is strictly prohibited and will result in immediate loss of my privileges. Sharing the entry use of my CAC or PC card is considered theft of services from USAG Fort Riley and, in addition to potential prosecution or other administrative action, will result in loss of privileges to the facility. \_\_\_\_\_

8. For safety and security, I will ensure the front door securely closes following my entry. All other doors will remain closed unless needed for an emergency. Use of restricted areas may result in loss of privilege. \_\_\_\_

9. Equipment must remain inside the fitness center and will not be taken outside of the facility under any circumstances. Any broken equipment must be logged in the binder provided at the 24 hour door. \_\_\_\_\_

10. In the event of a power outage, the facility will close immediately and patrons are to gather belongings and exit the building promptly. \_\_\_\_\_

Penalties: Based on the severity of the violation and at the discretion of the Whitside Fitness Center Facility Director.

First violation: 30 days from the date the suspension notification is dated.

Second Violation: 6 months from the date the suspension notification is dated.

Third Violation: Termination of usage to the facility during unmanned hours of operation.

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Printed Name & Signature

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Date