

Attachment A

BROOKLYN FEDERAL COURTHOUSE FITNESS CENTER RULES AND REGULATIONS

1. Only authorized employees in the U.S. Courthouse at 225, 271 Cadman Plaza East and 147 Pierrepont Street may use the fitness center. Individuals officially or temporarily engaged in contract services with the court who wish to use the fitness center may seek approval from the Board of Directors. Access to the fitness center is for members only. Members allowing non-members to use the facility will not be tolerated and shall be cause for immediate eviction from the fitness center and permanent revocation of user privileges without refund of unused fees.
2. Any conduct that is inappropriate or disrespectful of the rights of others shall be cause for immediate eviction from the fitness center and possible revocation of user privileges without refund of unused fees.
3. Posted rules and notices must be strictly obeyed. All users must execute a waiver of liability and understand and follow all policies, rules and regulations.
4. Only water and sport drinks (Gatorade, etc.) will be permitted in the fitness center and containers must be plastic. Food, glass or any other liquids is strictly prohibited, especially in the shower and locker room areas.
5. Clean, appropriate attire must be worn with proper gym shoes in the workout area, and street clothes and shoes are prohibited. Under no circumstances are street shoes permitted on the aerobic floor.
6. All equipment malfunctions and breakdowns must be reported to the Fitness Center Board for inspection and repair. No user may make major adjustments or repair the exercise equipment. Normal adjustments may be made by a user.
7. All equipment (seats, pads, grab bars, etc.) must be wiped down after each use with the supplied antibacterial towelettes to prevent spread of germs.
8. No towels will be provided. Members must bring their own towels to use in the showers, workout area, etc.

**BROOKLYN FEDERAL COURTHOUSE FITNESS CENTER
RULES AND REGULATIONS (cont.)**

9. Locks should not be left on lockers after using the fitness center and all belongings must be removed after each use. Clothing and towels are not to be stored overnight in the lockers unless you have rented a locker.
10. All personal iPods, mp3 players, etc. should have earphones to minimize disruptions to fellow members.
11. In order to maximize availability, treadmill, elliptical and gym private room use is limited to 30 minutes when other members are waiting. If no one is waiting to use a machine or a room, you are free to continue usage until someone so requests.
12. Appropriate attire must be worn in the shower/locker room area. For your safety, flip flops or other appropriate footwear should be worn in the shower area.
13. For everyone's safety, no gym bags, backpacks or other bags are allowed in the workout areas. Please use the lockers to store your belongings.
14. All membership fees must be paid in full and on time before using the fitness center. Please do not use the facility if your membership has lapsed. If you are found to do that, your membership will be permanently revoked.

**INFORMED CONSENT AGREEMENT AND LIABILITY WAIVER FORM FOR
PARTICIPATION IN THE BROOKLYN FEDERAL FITNESS CENTER**

I wish to be a member at the Brooklyn Federal Courthouse Fitness Center at 225 Cadman Plaza East, which includes, without limitation, any use of the facilities and equipment contained therein. I realize there are cameras located throughout the facility for the safety of the members and authorize its' use by BFCFC, Inc. I realize this agreement can be terminated at anytime if I am found to be in violation of any rule, policy and/or procedure of the fitness center. I realize this membership is non transferrable and all membership fees paid to the fitness center is non-refundable.

I recognize the potential risks associated with strenuous exercise and inherent in the use of the facility. I represent that I am physically capable to use the facility safely. Understanding the risks involved in my participation in fitness activities, I agree that I will cease my participation in any or all activities if such participation is too strenuous or places me at specific risk for injury or illness, or if a physician expressly restricts participation while injured or under an illness.

In no event shall the U.S. District Court, BFCFC, Inc. General Services Administration, my employer and the United States or its' officers, employees or agents shall be liable in any way for any personal injury, death, property loss or damage sustained by or through me in connection with the use of the fitness facility. I agree for myself and anyone claiming through me to defend and hold harmless each such party aforementioned from and against any claim or demand that may be asserted against any or all of them arising out of such injury, death, property loss or damage. However, the foregoing shall be of no force or effect with respect to any claim or demand covered by the Federal Employee's Compensation Act (FECA), or if, and only if, coverage of the claim or demand is denied under FECA by any liability insurance carried by the facilities manager/contractor, as applicable. This agreement shall not be construed to relieve any insurance carrier from any duty to pay, adjust, or defend any claim or demand whatsoever.

Unless amended by mutual agreement, this waiver shall remain binding and in effect during my participation in the fitness center.

I have read the above, understand its contents, and voluntarily agree to its terms in its entirety.

Signature of Facility User

Date

Printed Name of Facility User

Agency Unit



Release/Liability Waiver – Personal & Fitness Training

BFCFC recommends that you consult your physician before starting any exercise program.

I hereby affirm that I am in good physical condition and do not suffer from any mental or physical disability which would prevent or limit my participation in training with an independent contractor (personal trainer/fitness instructor) at the BFCFC. _____ (Initial) I understand that I am participating in a program of strenuous physical activity including, but not limited to aerobic dance, weight training, stationary bicycling, and other aerobic and anaerobic conditioning classes and machines offered by *BFCFC*.

I understand and am aware that strength, flexibility, aerobic and anaerobic exercise including the use of exercise equipment, and any program trainers/instructors may involve me in are potentially hazardous activities. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities. I hereby agree to expressly assume and accept any and all risk of injury and death. _____ (Initial)

In consideration of my participation in training with an independent contractor (personal trainer/fitness instructor) at BFCFC I, for myself, my heirs and assigns, hereby release *BFCFC*, its employees, independent contractors, officers and owners from claims, demands, and any causes of action arising from my participation in any personal training program at *BFCFC*. _____ (Initial) I fully understand that I may injure myself as a result of my participation in any personal training program at *BFCFC*, and hereby release *BFCFC* from any liability now or in the future including, but not limited to heart attacks, muscle strains, broken bones, shin splints, back injuries, or soreness, occurring during or after my participation in any exercise programs.

I, the undersigned, being aware of my own health and physical condition, and having knowledge that my participation in any exercise program may be injurious to my health, am voluntarily participating in physical activity with *BFCFC*. I, the undersigned, know that my participation with *BFCFC* naturally involves the risk of injury to myself. As such, I understand and voluntarily accept this risk and agree that *BFCFC* will not be liable for an injury, including but not limited to personal, bodily, or mental injury. Having such knowledge, I hereby release *BFCFC*, its representatives, agents, and successors from liability for accidental injury, illness, or death which may incur as a result of participating in any fitness programs with *BFCFC*. I hereby assume all risks connected therewith and consent to participate with *BFCFC*. I agree to disclose any physical limitations, disabilities, ailments, or impairments which may affect my ability to participate with *BFCFC*.

This agreement constitutes the sole and entire agreement between *BFCFC* and me in regard to the personal training program and/or classes described above. No other agreement exists between us, and *BFCFC* has made no representations to me, verbally or in writing, about such personal training program and/or classes except as stated herein.

I hereby affirm that I have read and understand fully all the above.

Print Member Name

Member Signature

Date