Assumption of Risk of Injury and Waiver of Claims during Unmanned Hours

READ CAREFULLY—THIS AFFECTS YOUR ABILITY TO ACCESS THE MSFC WELLNESS CENTER

In consideration of being provided access to Marshall Space Flight Center (MSFC) Wellness Center (WC) during unmanned hours, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the WC, the National Aeronautics and Space Administration, the NASA Exchange – MSFC, and the United States Government, and their insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the WC. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non- economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the WC, the National Aeronautics and Space Administration, the NASA Exchange – MSFC, and the United States Government, and their insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said equipment and facilities at the WC. I expressly agree to indemnify and hold the WC, the National Aeronautics and Space Administration, the NASA Exchange – MSFC, and the United States Government harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me. I agree to be solely responsible for my safety and well-being.
Initials_____

I understand the WC does not provide supervision, instruction, or assistance for the use of the facilities and equipment during unmanned hours. Initials _____

I agree to comply with all rules imposed by the WC regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. Initials _____

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, permanent disability, and death. Initials _____

I understand and agree that the WC is not responsible for personal property that is lost, stolen, or damaged while in, on, or about the premises. Initials _____

PRE-EXISTING MEDICAL CONDITIONS. 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 the WC. If I have any health or medical concerns now or after I register, I will immediately discontinue my use of the WC until I am cleared for physical activity by a physician. I agree not to engage in a use of the WC that will result in self injury. Initials ___

All disclosed personal data is protected under the Privacy Act of 1974 (Section 3013(g), Title 10, United States Code). The data collected on this form will facilitate verification of the identities of VSI/ RecTrac users. Disclosure is voluntary, however applicants who fail to provide sufficient information will not be processed. This data is for official use only and will be used in strict confidence in accordance with the Privacy Act of 1974 and other federal regulations.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Print Name:_____ Signature: _____

Date:_____

NASA Organization:_____

Duty phone and email:_____

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