

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**



**CONDITIONS FOR USE OF THE FITNESS CENTER
AND WAIVER OF LIABILITY**

The John Joseph Moakley United States Courthouse has established a Fitness Center in order to provide its employees with an opportunity to maintain or improve their health. However, use of this facility may be detrimental to your health, particularly if you are not physically fit to use the equipment or if the equipment is used improperly.

Physical fitness is a determination to be made by your physician. Therefore you will be authorized to use this Fitness Center only if you satisfy the following requirements:

1. Certify, by signing this form, that your physician has approved your use of this Fitness Center, and agree to terminate all use of the Center (and notify the Clerk of Court or her designee) in the event of a change in your physical condition.
2. Release the Court, the Clerk of Court, and any employee of the Court responsible for the management and maintenance of the Fitness Center from any liability for injuries suffered as a result of your use of the Center.

Once granted, and subject to any changes that may be implemented in this program, your authorization to use the Fitness Center will remain in effect until or unless the above requirements are no longer being met. Any employee who uses the Fitness Center without authorization or assists an unauthorized individual in the use of the Fitness Center will be subject to the loss of privileges and/or disciplinary action.

CERTIFICATION, ASSUMPTION OF RISK AND WAIVER

I hereby certify that my physician has approved my use of the Fitness Center, and I agree to terminate my use of said Center in the event of a change in my physical condition. (I will also notify the Clerk of Court or her designee of any such change.) When utilizing the Fitness Center, I do so at my own risk and voluntarily assume full responsibility for any injury or accident that may occur. Further, I agree to abide by all rules governing the use of the Fitness Center, and I hereby release the United States District Court for the District of Massachusetts, the Clerk of Court and all Court employees responsible for the management and maintenance of the Fitness Center from any and all liability for injuries suffered as a result of my use of the Fitness Center.

Date

Signature

Name (Please Print)