

| COOLIDGE POLICE DEPARTMENT | | |
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| | <p style="text-align: center;">CHAPTER 79</p> <p style="text-align: center;">FITNESS CENTER RULES AND DOCUMENTS</p> <p>CALEA Standard(s):</p> | <p>General Orders</p> |
| Issue Date: 6-24-13 8/22/2019 | Review Date: | Revision Date: |

**Coolidge Police Department
Fitness Center
OPERATING POLICY**

The undersigned agrees to and understands that:

1. The use of the Fitness Center is limited to City of Coolidge full time and part time employees (no seasonal) and City elected officials. Family members and friends of employees are not allowed use of the center.
2. The Fitness Center orientation must be completed and the waiver document must be signed by every employee wishing to use the Fitness Center.
3. The employee identification card must be scanned to enter the Fitness Center. Any employee entering without scanning their identification card or letting others enter without scanning their own identification card or gaining access through an unauthorized door may have their Fitness Center privileges revoked. The scanner will document the identification card even if the door is already open and is required when operationally feasible.
4. The Coolidge Police Department or City of Coolidge employment identification card must be carried at all times and displayed upon request.
5. **For security and safety reasons propping doors open is strictly prohibited. The use of the exterior exit door on the east wall of the fitness center is restricted to emergencies only.**
6. Appropriate exercise attire which includes a shirt, gym shorts and/or warm-up suits, and shoes are required at all times. All attire must be in good taste.

Rubber soled athletic shoes are required. No hard soled or open toed shoes or street clothing are permitted while working out.

7. No food or drink except beverages in a closed-top container, is allowed in the gym area.
8. During peak hours, maximum time limit on one piece of equipment is 20 minutes. This applies only if other participants are waiting to use equipment.
9. All equipment must be returned to its original location/position and must only be used for its intended purpose. The equipment must be cleaned following the provided guidelines after use.
10. Removal of any item from the Fitness Center is prohibited and will be investigated as a policy violation and/or a criminal violation.
11. Fitness Center televisions are for all patrons' enjoyment. Stations/music shall be of a non-offensive nature and kept at an acceptable volume not to interfere with other activities. Headsets and personal electronic players are permitted for patrons who wish to accommodate their own listening pleasure.
12. Personal towels shall be used and removed by the employee. Only clean, dry workout attire and towels will be stored in assigned lockers. Soiled attire will be removed by the employee daily.
13. The Fitness Center is available to employees 24 hours a day, seven days a week. Restrictions and schedules may be altered from time to time depending on the needs of the police department and custodian service.
14. The double-door lockers are for the use of assigned police department employees only. Non-assigned employees may use one of the small general use lockers while using the facility. Personal locks must be used to secure belongings and valuables in the small general use lockers, but the locks and belongings must be removed when the employee leaves the facility. Exceptions to this rule must be approved by the Chief of Police. Personal locks and locker contents are subject to removal and disposition if left in violation of this policy. The City/Department is not responsible for the loss of personal property.
15. Any equipment damage or loss, which is incurred due to intended, reckless, or negligent use, may be charged to the employee and policy violations may subject employees to disciplinary action.

- 16. All exercise equipment problems will be immediately reported to CPD Command Staff.
- 17. Workstation and stationary equipment will not be moved without department approval by a Commander or the Chief.
- 18. All lockers are City Property and subject to search at any time.
- 19. Patrons will not leave personal hygiene products unsecured in the facility. All soaps and shampoo products will be stored in assigned lockers.
- 20. Patrons of the center who use the shower will towel dry in the shower area to minimize the tracking of water through the remainder of the facility.

I have read and understand the preceding operating policies. I understand that additional policies or changes in policies may occur and I am responsible for following the policies that are most current.

| | | |
|--------------------------------------|---|-------------|
| _____ | _____ | _____ |
| Print Name | Signature | Date |
| _____ | _____ | |
| Parent/Guardian (if under 18) | Police Department Representative | |

Coolidge Police Department Fitness Center ORIENTATION

Last Name (print clearly)

First Name

Assignment

Work Phone #

I have completed the orientation for the Fitness Center during which the following topics have been explained to me and I fully understand. I understand that the facility may be without supervision and a Training Division staff member may be unavailable for any questions or concerns when I am utilizing the Fitness Center. I understand the Fitness Center is equipped with a 24 hour video surveillance monitoring system. Anytime I use the Fitness Center I may be monitored for safety and security purposes. I understand that I do not have authorization to use the Fitness Center unless I have signed these waivers.

1. Scan-in procedures and access privileges overview
2. Rules for Fitness Center
3. Locker rooms and showers usage
4. Cardiovascular equipment usage
5. Multi-gym, free weights, dumbbells, abdominal machines, and stretch equipment usage
6. TV/Radio usage
7. Safety guidelines in using equipment
8. Facility safety procedures (telephone location, evacuation)
9. Release from liability and waiver agreement
10. Importance of consulting a Physician before beginning an exercise program

Date

Signature

Person administering orientation: _____

Coolidge Police Department Fitness Center
Waiver and Release, Assumption of Risk, and Consent to Medical Treatment
Please read this entire legal document ("Waiver") with care, as it affects your future legal rights.

As used in this Waiver, the term "Releasees" includes: (i) The City of Coolidge and its officers, past and present employees, agents, representatives, successors and assigns (collectively, "City"). I, _____, on behalf of myself or my minor child/ward, and any personal representatives, assigns, heirs, and next of kin hereby agree to the following. If you are under 18 years of age, your parent or legal guardian must acknowledge the following Sections for you. Please initial each numbered section.

_____ 1. In consideration of being permitted to use the fitness equipment, including weights, weightlifting devices, exercise apparatus, or other equipment located at the City Police Department Fitness Center ("Fitness Center"), I represent that I have fully and carefully read this Waiver, understand its contents, and freely and voluntarily agree to all of its terms and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further represent that I am at least 18 years of age.

_____ 2. I understand that using the Fitness Center, and any equipment, weights, or other apparatuses is a potentially hazardous activity. I expressly acknowledge that use of the Fitness Center involves serious risks of illness, serious injury and/or death, and that such risks cannot be fully eliminated. These risks include, but are not limited to, those caused by lifting weights, faulty equipment, and actions of other people. I voluntarily agree to assume the full risk of illness, death, and bodily injury regardless of severity, that I may sustain as a result of my use of the Fitness Center.

_____ 3. I consent to medical care and transportation as Releasees or medical professionals may deem appropriate, and I understand that this Waiver extends to any and all liability arising out of or in any way connected to such medical treatment or transportation. I understand that I am responsible for obtaining any insurance needed to cover personal injury, death, and harm to others. I represent that I am in sound medical condition capable of using the Fitness Center without risks to myself or others.

_____ 4. I agree to observe and obey all laws, rules, and warnings, to follow any instruction and direction given by Releasees, and to abide by any decision of Releasees regarding the ability to safely use the Fitness Center. Releasees shall have the right to prohibit my participation, should my behavior endanger the safety of or negatively affect the Fitness Center or any person, equipment or property.

_____ 5. I grant to Releasees the right to use any image, photograph, and recording taken of me in the Fitness Center, and assign to the Releasees all rights to said images, photographs, and recordings.

_____ 6. The City of Coolidge reserves the right to close the Fitness Center, without notifying me, for any reason, including the safety and security of any Fitness Center user.

_____ 7. I understand and acknowledge that this Waiver shall be governed by and interpreted in accordance with Arizona law, and any action at law or in equity relating to this Waiver shall be tried in a court of Pinal County Arizona. I expressly agree that if any portion of this Waiver is held invalid, the balance shall continue in full legal force and effect.

_____ 8. To the fullest extent permitted by law, I shall waive, release, defend, indemnify, hold harmless and covenant not to sue or bring any action against Releasees from any and all loss, damage, claim for damage, liability, expense, or cost, including attorneys' fees, which arise out of, or is in any way connected with my use of the Fitness Center. This indemnification provision shall apply to any and all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Releasees. This section shall survive the expiration or early termination of the Waiver.

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

IF UNDER 18:

PARENT/LEGAL GUARDIAN PRINTED NAME: _____ DATE: _____

PARENT/LEGAL GUARDIAN SIGNATURE: _____