



The Justice Occupation Health Organization, "JOHO" Fitness Centers, professionally managed by Corporate Fitness Works CFW, provide comprehensive health and fitness programs designed to meet your needs and goals for a healthy lifestyle. The centers are staffed with highly qualified fitness professionals trained in exercise testing, programming, personal training and health promotion.

Read the Rules and Regulations, Informed Consent, and liability Waiver and Release in its entirety prior to joining JOHO.

JOHO RULES AND REGULATIONS

All rules and regulations apply to the 3CON Fitness Center and the Robert F. Kennedy (RFK) Main Justice Fitness Center except where noted.

GENERAL RULES

1. JOHO members whose current user fees are paid and who have attended an orientation may use the Justice Fitness Centers. JOHO members must be federal employees or contractors and must present a federal ID when signing up for membership. Contractors are required to have the Contractor Indemnification and Release signed by authorized personnel prior to joining JOHO. All new members are required to attend a mandatory orientation session before beginning exercise at the Justice Fitness Centers.
2. A non-member who is a DOJ or federal employee may use the facility by registering at the front desk, completing a Day Use form, and paying the appropriate fee. The daily guest fee is \$10.00.
3. All members entering the fitness center are required to check in once per visit. The check in is done via the bar code reader at the front desk. Refusal or failure to do so may result in the member being barred from using the facility until they comply with the check in procedures.
4. A past member who wishes to rejoin must pay a \$35 reactivation fee.
5. A member may only suspend his/her membership for medical or work related (detail) reasons for up to 6 months. Written notice must be provided prior to the start of the membership suspension and should include expected return date. Upon return, a member may not be charged the re-activation fee. Members who wish to suspend their membership for any other reason will not be able to do so.
6. Membership processing procedures for JOHO members using the payroll deduction method of payment:
 - a. Confirmation of deduction start-up will be submitted with membership application. New DOJ employees who do not have access to their EPP will pay for the first pay period (\$19.00) at the time of sign-up.
 - b. It is the responsibility of the member to notify JOHO staff if payroll deduction has not started within one month of joining. (Noted on LES as: 888880154 SAVINGS)
 - c. A delay in payroll deduction start will result in an Outstanding Balance that is the responsibility of the member to pay in full via Credit Card or Check.
 - d. It is the responsibility of the member to verify that the deducted amount is accurate and to notify JOHO staff within 2 pay periods if it has not started. Failure to do so relieves JOHO of any responsibility for reimbursement.
7. Membership cancellation procedures for JOHO members using the payroll deduction method of payment:
 - a. The member must complete a JOHO membership cancellation form and submit it to the fitness center Team.
 - b. The member must follow the payroll deduction cancellation procedures by accessing their EPP.
 - c. The member is responsible for monitoring his/her earnings statement to verify that the fitness center allotment (payroll deduction) has been cancelled. The allotment is noted on the member's earnings statements as a \$19 allotment (\$21 for Non-DOJ) to SAVINGS (1100)888880154(5).
 - d. The member should notify the fitness center staff immediately if the cancellation does not become effective after 2 pay periods (the normal processing time).
 - e. Failure to cancel through this procedure relieves JOHO of any responsibility for reimbursement.
8. Any conduct that is uncivilized and disrespectful of the rights of others shall be the cause for immediate eviction from the facility by the management staff and revocation of user privileges by the JOHO Board of Directors.
9. Posted rules and notices must be strictly obeyed.
10. Firearms are not permitted in JOHO facilities.
11. Only the management staff is allowed in the facility before or after the scheduled hours of operation.

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12. The offices and worksites of the management staff may not be entered without the permission of the staff.
13. Facility users must provide their own towels and locks.
14. Facility users are urged to lock all valuables in a locker while exercising. The management staff and the JOHO Board of Directors are not responsible for items that are lost or stolen.
15. No food or tobacco products are permitted in the facility. Beverages must be in a non-breakable, closed container.
16. Proper exercise attire must be worn at all times while exercising in the Fitness Center. This includes appropriate shoes.
17. Facility users must yield to exercise classes or any other organized JOHO program or activity.
18. Children under the age of 18 are not permitted to work out or accompany a member during his/her workout.
19. A \$30 returned check fee will be assessed to all returned checks.
20. A \$25 fee will be assessed if a fitness center staff person is erroneously asked to cut a lock off of a locker.
21. No use of cell phones in the fitness center or Locker Rooms at any time. All calls should be taken outside of the fitness center or by using the member phones provided at each facility.
22. Runners/walkers must wear their ID cards in order to re-enter the building.
23. AT RFK: Runners/walkers must enter and exit the building through the garage and either the 9th or 10th street gates. Runners/walkers (in workout clothes) may not use the elevator or stairwells during normal business hours.
24. Runners/walkers must wear T-shirts and other appropriate attire at all times while in the building.
25. Members are prohibited from running in the hallways.
26. Runners/walkers should not stretch against the mirrors or murals or other surfaces that are meant to be kept clean. Sand and mud should not be tracked into the building or into the facility.
27. Lunchtime classes are limited and members and/or guests must sign up for class. No one may join a class once the CLASS CLOSED sign has been posted. Members may sign up for classes 48 hours in advance of the beginning of the class. A member may not sign up another member for class. If users are not able to attend a class for which they have enrolled, they should use the website to cancel the reservation.
28. Exercise equipment in the area of a class may not be used unless the instructor directs otherwise.
29. Unless a member is familiar with the correct usage of the exercise equipment, he or she is urged to set up an equipment orientation with the fitness center staff. Personal program design and fitness evaluations are also available.
30. No user may make any adjustments or repairs to any exercise equipment. Only the staff must undertake these. This rule will be strictly enforced, even where an adjustment is properly made, because of the clear danger an improper adjustment poses to the users of the equipment and to others.
31. All equipment malfunctions or breakdowns must be reported immediately to the facility staff. If the malfunction or breakdown poses a danger to a subsequent user, that piece of equipment will be removed from use and a sign will be posted to warn of danger.
32. Normal exercise adjustments to equipment for use/form may be made by a user. However, if the user is not absolutely certain of the proper procedure to use in making a normal adjustment, the facility staff should be consulted.
33. Users must wipe their perspiration off equipment after use in consideration of subsequent users. Towels and spray are provided for this purpose. Please spray the towel and not the equipment directly.
34. Free weights and weight stacks on equipment must not be slammed or dropped. Do not slam the weight stacks of the strength training machines. Do not drop free weights on the floor.

35. Always return barbells, dumbbells and accessory weight equipment to their proper places after use.

LOCKER ROOM RULES/LOCKER POLICY

36. Lockers can be rented for a small fee for the rental period. The rental period is January 1 through December 31 for RFK, and January 1 through June 30, and July 1 through December 31 for 3CON. Lockers are available on a first come basis to JOHO members in good standing. Notices to renew lockers will be posted approximately November 1 on each rental locker. These notices will also advise as to the policies regarding cutting locks.
37. All lockers must be renewed and paid for each new rental year. Large lockers are available at RFK for \$60/year. At 3CON, lockers are rented via a lottery system for \$30/6 months. Small storage lockers are available at RFK a cost of \$40.00/year. There are quarter reductions in locker rentals prices every 3 months. Locks must be kept on rented lockers, at all times. **Lockers are non-transferable and the fees are non-refundable.**
38. All rented lockers are to be marked with a rented sticker issued at the front desk.
39. Large unmarked lockers (Day Use Lockers) are to be used only while the user is exercising. A lock should be used on these lockers when in use. All items must be removed from these lockers by close of business each day. Any locker found in use after that time will have a warning notice placed on it and, if not vacated in seven (7) days, its lock will be cut, the contents removed, put in storage for one (1) month and then discarded.
40. Any storage or commuter locker being used without proper payment will have a warning notice placed on it; and, if not emptied or rented in Fourteen (14) days, the lock will be cut, contents removed, and put in storage for one (1) month.
41. Any rental locker not renewed by the end of the new rental period will have warning notice placed on it and, if not emptied in seven (7) days, the lock will be cut, contents removed and put in storage for one (1) month and thereafter treated as lost and found.
42. No items may be kept on the outside of your locker. This includes clothes, towels, loofas, etc.
43. There will be a mandatory locker cleanout June 22-26 and December 14-18. All items must be taken out of the lockers during that time. Lockers will be cleaned by the JOHO staff during that time.
44. In order to prevent slip hazards, members shall not use body oils, powders, or similar products in the tiled shower areas.
45. No towels are to be left drying overnight. All towels left hanging overnight will be treated as lost and found.
46. Saunas: Flammable items, including newspapers and other reading materials, are prohibited in the sauna due to the potential fire hazard. Only the staff is allowed to adjust the temperature controls on the saunas.

LOST AND FOUND

47. Clothes and other property found scattered in the locker rooms will be placed in a large locker or bin marked "Lost and Found" located near the entrance. Small items or items considered valuable may be claimed at the main desk.
48. Periodically notice will be posted regarding the disposal of lost and found items. Within 30 days all items from the lost and found locations will be removed and placed in storage for approximately one month, after which, items will be discarded or given to charity

FIRE ALARM AND EMERGENCY EVACUATION PROCEDURES

49. During a fire alarm, **ALL** members must exit the building as soon as possible.
- AT 3CON: "All occupants will exit through Building Exit #2 (fitness center exits) and proceed to Rally point #1, which is the sidewalk area east of NoMa-Gallaudet Metro Station South entrance."
 - AT RFK: Exit the building by using the stairs across from the Fitness Center main entrance. Go to the first floor, turn right out of the stairwell and proceed to the Constitution Ave. entrance.
50. The JOHO Board and staff reserve the right to suspend the membership of anyone who fails to follow staff instructions during a fire alarm.

JUSTICE OCCUPATIONAL HEALTH ORGANIZATION INFORMED CONSENT FOR EXERCISE PROGRAM PARTICIPATION AND WAIVER OF CLAIMS

other federal employees. The Department of Justice has entered into a memorandum of understanding with the Justice Occupational Health Organization (JOHO), a voluntary employee association to operate the fitness center. JOHO has engaged the services of Corporate Fitness Works (CFW) to manage the ongoing operation of the fitness center facilities, to provide members with professional assistance with personal exercise programs, if desired, and to coordinate health education/wellness activities.

You have expressed interest in participating in exercise activities at the fitness center. This document will help you understand the various risks associated with such participation so that you may make an informed decision with regard to your participation.

OPPORTUNITIES

As a user of the fitness center, many exercise opportunities will be available to you. These opportunities include, but are not limited to:

- Group exercise classes
- Use of cardiovascular training equipment such as stationary bicycles, stair climbers, treadmills, rowers and elliptical trainers
- Use of strength training machines and free weight equipment

CFW staff will be available during normal operational hours at the fitness center to assist you in the use of any fitness center facilities or equipment. **It is your responsibility to use the facilities and equipment safely, to read and follow the JOHO rules and regulations and to request assistance in the use of any facilities or apparatus with which you are unfamiliar.** CFW strongly encourages you to seek the assistance of its staff in the development of an exercise program that is appropriate to your needs, desires and abilities.

RISKS

If you elect to use the fitness center or any portion of the facility, or if you elect to participate in any related programs, your use and participation will be solely at your own risk. You are advised to consult with your personal physician before beginning to use the fitness center or participating in any related activity. In addition, if deemed advisable by your physician, you should consult with him or her on an ongoing basis. CFW staff is trained in fitness program management, but are not medically trained. Although CFW staff will assist you in learning to use the exercise equipment, developing an exercise program, and conducting exercise testing upon your request, you should not view their assistance, or the results of any exercise tests, as a medical diagnosis or statement about your health. Moreover, the fitness center staff will not be responsible for monitoring individual use of the fitness center or equipment, but will provide assistance when asked or when notice of misuse or misapplication is identified.

Even consultation with your physician and engaging in regular exercise in no way guarantees against the possibility of adverse occurrences during exercise sessions or use of other fitness center facilities. Possible risks include, but are not limited to, episodes of dizziness, fainting, muscle cramping, muscle and skeletal injury, sprains and strains, heart attack, stroke or sudden death. Please contact your physician for further details.

CONFIDENTIALITY OF RECORDS

All personal information we (CFW) obtain as part of your admittance into the fitness center will be kept strictly confidential. It is collected for the exclusive use of the fitness center staff. Unless necessary to respond to an emergency, this information will not be given to any officers or employees of the Department of Justice. There will be no release of personal information without your written consent except in response to a medical emergency or to an insurance or other legal claim. The records maintained by CFW are not subject to the provisions of the Privacy Act of 1974 in that CFW is not subject to the provisions of this law as a private organization.

RELEASE

As a condition precedent to your right to use the fitness center, you must sign and return the attached waiver and release. Please read the form carefully and make sure you fully understand it before signing.

SIGNATURE

In signing this form, you state that you have read and understand the descriptions and risks described herein. Any questions that have occurred to you have been raised and have been answered to your satisfaction.

Liability Waiver for Participation in Exercise/Fitness-Testing Programs

I wish to participate voluntarily in the exercise/fitness-testing programs (which include, without limitation, any use of premises, facilities, or equipment, and participating in exercise classes or health and fitness enhancement events) (the "Programs") administered by the Justice Occupational Health Organization ("JOHO") in U.S. Department of Justice ("Department") space. I acknowledge that JOHO and the Department are entities independent of one another, and that the Department does not supervise, or administer and is not responsible for JOHO or any of its policies, torts, obligations, business, programs, employees,

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contractors, or agents. I further acknowledge that the Programs include activities that can be very strenuous, and my participation in the Programs involves inherent risks, which could lead to serious personal injury or even death.

Understanding the risks involved in my participation in the Programs, I agree that I will cease my participation in the Programs or any specific exercise, if I feel that such participation is too strenuous or places me at specific risk of injury.

In no event shall the United States, its officers, employees, or agents; or JOHO, its directors, officers, employees, agents; or the facilities-manager/contractor, its directors, officers, employees or agents, be liable in any way for any personal injury, death, or property loss or damage sustained by or through me in connection with the Programs; and 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 any such injury, death, loss, or damage; *provided*, however, that the foregoing shall be of no force or effect with respect to any claim or demand covered by the Federal Employees Compensation Act ("FECA"). I agree (for myself and anyone claiming through me) to seek recourse for any personal injury or death suffered by me and occurring in connection with the use of the Programs solely and exclusively under FECA.

Unless amended by mutual agreement, this instrument shall remain binding and in effect so long as I am a member of JOHO or a participant in its Program.

I have read and understand this instrument in its entirety.