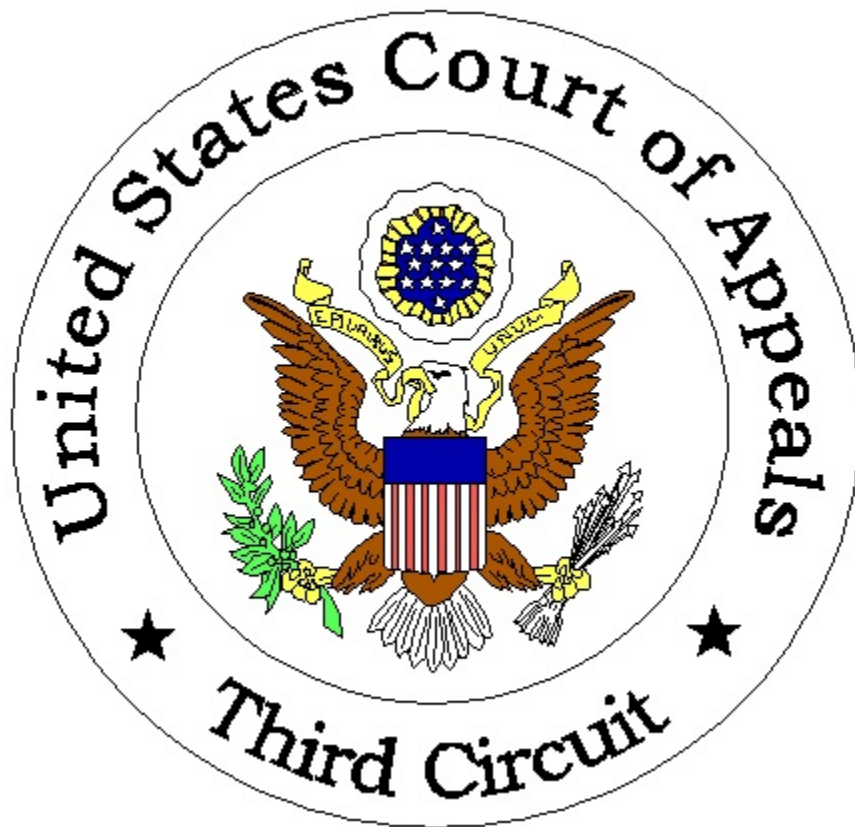


UNITED STATES COURT OF APPEALS

FOR THE THIRD CIRCUIT
UNITED STATES COURTHOUSE
601 MARKET STREET
PHILADELPHIA, PA 19106-1790



THIRD CIRCUIT FITNESS CENTER
RULES & FORMS
February 2007

THIRD CIRCUIT COURT OF APPEALS FITNESS CENTER RULES OF OPERATION

Rules and regulations for the use of the Third Circuit Court of Appeals Fitness Center are established and enforced by the United States Court of Appeals for the Third Circuit. Each member is asked to comply with the following rules and regulations.

PLEASE CAREFULLY READ THESE RULES.

ETIQUETTE

Be courteous and observe high standards of taste and decency. Refrain from disorderly, lewd, indecent, or obscene expression. Respect the property and personal rights of others.

FOOD AND BEVERAGE

No food or drink will be consumed in either locker rooms or exercise rooms. Covered plastic bottles or sports drinks are permitted.

ATTIRE

While using the Third Circuit Court of Appeals Fitness Center, proper gym attire must be worn at all times. Individuals may wear: shorts, sweats, tank tops, t-shirts, warm-up suits, sneakers. Shirts are required and appropriate footwear must be worn at all times. Clean, untoned clothing is mandatory for hygiene and safety reasons. As a courtesy to others and because everyone will be exercising in a small space, users should be mindful of their personal hygiene.

LOCKER ROOM

Daily use lockers are available for use during each exercise session. Individuals are responsible for providing a lock to secure personal belongings and remembering to place all personal belongings in a locker or above the lockers. In order to allow all members sufficient space, free of tripping hazards, shoes and other personal belongings should not be left on the benches or on the floor during workouts. Keeping belongings in the lockers or on top of them will also eliminate possible tripping hazards. The Third Circuit Court of Appeals is not responsible for items lost, stolen or damaged while stored in lockers. Personal belongings and locks are to be removed after each exercise session. Locks left on daily use lockers will be cut and the contents removed.

SHOWERS

Members are responsible for providing their own toiletries. Showers are to be kept to a reasonable length of time (not to exceed 10 minutes).

EXERCISE ROOM / EQUIPMENT USE

All equipment must be used as designed. All equipment must be unloaded and weights must be returned to their proper place after each use. Wipe your machines off after you use them. All personal music devices used in the exercise room shall be permitted only with the use of earphones/headphones. Keep music at a reasonable level. Members

should be considerate of others using the facility. Members must allow others to work on pieces of equipment and not occupy a piece of equipment while reading, conversing, etc. Members should limit their use of cardio equipment to 30 minutes. Members with flexible work schedules are encouraged to use equipment during non-peak periods.

ACCESS TO FITNESS CENTER

The fitness center is located in the basement of the U.S. Courthouse at 601 Market Street in Philadelphia, PA. The combination to the cypher lock will be provided to participants after the attached forms are completed and returned to your personnel office or representative.

**ACKNOWLEDGMENT OF RULES AND
WAIVER OF INFORMED CONSENT AND LIABILITY**

Staff must sign an informed consent and liability of waiver before using the Third Circuit Fitness Center. These forms are attached.

I have read the rules pertaining to my participation in the Third Circuit Court of Appeals Fitness Center. I will comply with said requirements with the understanding that if I do not, membership privileges will be forfeited.

Name: _____
(please print)

Signature: _____

Date: _____

**THIRD CIRCUIT COURT OF APPEALS FITNESS CENTER
INFORMED CONSENT FOR EXERCISE
PROGRAM PARTICIPATION**

In order to participate in exercise activities at the Third Circuit Court of Appeals Fitness Center, it is important to discuss the various risks associated with such participation. This document will help you to understand these risks so that you can make an informed decision with regard to your participation.

RELEASE

As a condition to your use of the Third Circuit Court of Appeals 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.

RISKS

If you choose to use the Third Circuit Court of Appeals Fitness Center, your use and participation will be at your sole risk. You should consult with your personal physician throughout your participation in the program. Even consultation with your physician and engaging in regular exercise in no way guarantees against the possibility of adverse occurrences during exercise sessions, use of equipment, or related activities. Possible risks include, but are not limited to, transient dizziness, fainting, muscle cramping, musculoskeletal injury, sprains, heart attack, stroke or sudden death. Please contact your physician for further details.

SIGNATURE

In signing this form, you state that you have read and understand the descriptions and risks described herein. Any questions which have occurred to you have been raised and have been answered to your satisfaction. Furthermore you state that you understand the use of the Third Circuit Court of Appeals Fitness Center is optional, and that you may withdraw from participation at any time at your discretion.

Name: _____
(please print)

Signature: _____

Date: _____

**THIRD CIRCUIT COURT OF APPEALS FITNESS CENTER
LIABILITY WAIVER AND RELEASE**

In consideration of my participation at the United States Court of Appeals for the Third Circuit Fitness Center, I, the undersigned, acknowledge, appreciate, and agree that:

I wish to participate voluntarily in the physical fitness, which term includes any use of premises, facilities or equipment in the Third Circuit Court of Appeals Fitness Center. I confirm that I am physically and mentally capable of participating in the activity and/or using the equipment, I participate willingly and voluntarily, I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of others, equipment failure or forces of nature, and assume full responsibility for my participation, and any expense as a result of my negligence or the negligence of others.

The risks of injury from the activities involved in the participation at the Third Circuit Court of Appeals Fitness Center is significant, including the potential for permanent paralysis and death or other injury, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

I have been warned, accept and clearly understand the numerous inherent risks in using the Third Circuit Court of Appeals Fitness Center facilities and equipment, including the risk of personal injuries. I fully and voluntarily assume complete responsibility for those risks and for the injuries that may occur as a result of those risks even if injuries occur in a manner that is not foreseeable at the time I sign this agreement. In consideration of my using the Third Circuit Court of Appeals Fitness Center, I, the undersigned, agree to release all from liability, discharge, and promise not to sue.

I, for myself and on behalf of my heirs, assigns, personal representative and next of kin, hereby release, indemnify, and hold harmless the Third Circuit Court of Appeals Fitness Center, any persons who have designed, manufactured, or installed facilities, or equipment, other participants, and, if applicable, owners and leasers of premises used for the activity, with respect to any and all injury, illness, disability, death, loss, or damage to person or property, whether arising from the negligence of the others or otherwise, to the fullest extent permitted by law. This agreement is binding even if the released persons have contributed to my injuries through their individual or collective negligence. This agreement is binding on myself, my heirs, next of kin, assigns, and personal representatives.

Unless amended by mutual agreement, this instrument shall remain binding and in effect as long as I am a participant in an activity of the Third Circuit Fitness Center. I certify that I have read the foregoing Liability Waiver and Release form and have had any questions answered to my satisfaction.

Name: _____
(please print)

Signature: _____

Date: _____