

**WESTVILLE FIRE DISTRICT NO. 1**  
**23 W. OLIVE STREET, WESTVILLE, NEW JERSEY 08093**

**USE OF PHYSICAL FITNESS EQUIPMENT**

<b>POLICY#</b>	P&E 4
<b>DATE ADOPTED</b>	11/25/08
<b>DATE REVISED</b>	10/26/10

**Purpose of Policy:**     **To outline the regulations regarding the use of physical fitness equipment. It is recognized that in order to safely and effectively perform the tasks associated with emergency services, members must maintain their physical condition. The Westville Fire District acknowledges the physical demands placed on our first responders and encourages all members to make use of the facilities available to ensure they are prepared to meet the challenges of all emergencies. As with all physical fitness programs, you should consult with your physician before you begin to use the equipment. For active members, you should have a physical in accordance with our policy guidelines.**

- (1) All members are encouraged to use the cardio equipment at least 1 time per week. Inactive or suspended members are not permitted to use equipment.
- (2) Members who are out of service for health related issues must obtain written physician approval before using fitness equipment.
- (3) The policy shall apply to members of the Westville Fire Department and their family members over the age of 18. Family members are considered the spouse of a Westville Fire Department member or the member's children (who must be over the age of 18 years of age to use the gym equipment). Family members, who would like to utilize the facilities, must sign a "Hold Harmless Waiver" issued by the Fire District. Prior to using the equipment, the signed Hold Harmless Waiver will be placed on file in the District office. By signing the waiver, authorized persons will also be held accountable to the provisions contained herein and failure to comply may result in the revocation of these privileges. Junior members are to be accompanied by a senior member.
- (4) Authorized family members who have signed a hold harmless agreement to utilize the facilities, Are permitted to be in the gym area **only**. Authority is not granted to those individuals to be in non-designated areas.
- (5) It shall be the responsibility of all authorized personnel to utilize the gym and exercise equipment to maintain appropriate and maximum levels of fitness, and utilize sound judgment and safe practices while exercising. Whenever possible, personnel shall train with partners for spotting procedures, etc. Unauthorized personnel are not permitted to participate in spotting procedures.
- (6) All personnel authorized to use gym equipment shall be held accountable for maintaining the proper care and restoration of equipment utilized. Proper clean up of equipment must be implemented after the use of gym equipment. (Personnel must use disinfectant wipes to wipe down equipment after each use). All equipment will be returned to its normal stage upon completion of the workout (i.e., free weights, handles, etc.)
- (7) All equipment shall be utilized at all times per manufactures guidelines.
- (8) In the event that workout equipment is damaged or broken, report the information to the District Office Manager at (856) 456-9432 or email at [wfdcommissioners@comcast.net](mailto:wfdcommissioners@comcast.net) Also note any problem with the equipment on the sign-up sheet.

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- (9) Participants using the equipment must recognize that both males and females will be working out together. Proper and appropriate dress attire is required. Proper dress is considered to be non-revealing attire such as sweatshirts, shorts, t-shirts. Proper workout footwear is to be worn at all times.
- (10) Personal hygiene products and towels cannot be left in the gym area or in the bathroom. All items are to be taken home daily.
- (11) It is the duty and responsibility of all authorized personnel to report any suspected injury to the officer in charge or to the district office, within 24 hours of occurrence. Policies are which established for reporting and documenting injuries shall also be followed (S&T2.1).
- (12) The gym hours established is 5 a.m. to midnight.
- (13) Each participant will sign in when using the gym facilities. A sign-in sheet will be available in the gym area. Any problems associated with the equipment should be indicated on the sign-in-sheet as well.
- (14) Participants using the gym will remain cognizant of the other functions occurring within the facility. Please maintain proper radio & TV volumes accordingly.
- (15) Horseplay of any type will not be tolerated.
- (16) In order to assure the safety of your children, children are not permitted into the gym nor can they remain in any area of the fire department unsupervised while you are in the gym facilities.
- (17) The use of the gym equipment is considered a privilege and may be revoked at any time for violation of any procedures noted in this policy.
- (18) Members of the National Park Fire Department are permitted to use the Westville Fire District's physical fitness equipment pertinent to the attached signed Indemnity Agreement.
- (19) Members of the Westville Ladies Auxiliary are permitted to use the Westville Fire Districts physical fitness equipment, and must adhere to the policy guidelines. Ladies Auxiliary Members must sign a hold harmless waiver which will be placed on file with the district.
- (20) Members utilizing the gym who are present at the time of an emergency call **must** respond to the call.

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**INDEMNITY AGREEMENT**

This Agreement is made on May 12th, 2009. The parties to the Agreement are the Borough of National Park on its behalf and on behalf of the National Park Fire Department hereinafter jointly referred to as "National Park" and Westville Fire District No. 1 hereinafter referred to as the "Fire District" and the Westville Fire Department hereinafter referred to as the "Fire Department".

WHEREAS, the Fire District has provided physical fitness equipment for use by members of the Fire Department and their family members over the age of 18 as per policy number P&E 4 adopted November 25, 2008, a copy of which policy is attached hereto as Exhibit A; and

WHEREAS, National Park wishes to make said physical fitness equipment available to members of the National Park Fire Department; and

WHEREAS, the Fire District and Fire Department are agreeable to use of the physical fitness equipment by members of the National Park Fire Department subject to the terms and conditions set forth herein;

NOW, THEREFORE, National Park, the Fire District and the Fire Department agree as follows:

1. Authorization for use of the physical fitness equipment in the gym at the Fire House situate at 23 West Olive Street, Westville, New Jersey is hereby granted by the Fire District and Fire Department solely to members in good standing of the National Park Fire Department.

2. Use of the physical fitness equipment by members of the National Park Fire Department is subject to all terms and provisions of policy P&E 4 attached hereto as Exhibit A. National Park acknowledges that the provisions of said policy pertaining to family members are not applicable to members of the National Park Fire Department.

3. National Park acknowledges that use of the physical fitness equipment by members of the National Park Fire Department may result in personal injury, property damage, and other loss or liability to members of the National Park Fire Department and/or to other persons and that it is essential as a strict condition to use of the physical fitness equipment by members of the National Park Fire Department that National Park indemnify and hold the Fire District and Fire Department harmless from any and all claims made against the Fire District and Fire Department by reason of use of the physical fitness equipment by members of the National Park Fire Department. National Park therefore expressly agrees to indemnify and hold the Fire District and Fire Department harmless from any and all claims for personal injury, property damage, and other loss or liability resulting from actions and/or inaction of members of the National Park Fire Department while in the Fire House and/or gymnasium pertaining to use or intended use of the physical fitness equipment. National Park further acknowledges that indemnification shall include all reasonable legal fees and costs incurred by the Fire District and Fire Department pertaining to such claims.

4. National Park shall provide proof of insurance coverage for use of the physical fitness equipment by members of the National Park Fire Department in the minimum amount of \$2,000,000.00 per incident which policy shall name the Fire District and Fire Department as additional insureds. Not less than ten (10) days prior to the expiration date of said policy, National Park shall provide proof of renewal of said policy to the Fire District and Fire Department.

5. National Park agrees that the obligation for indemnification as set forth herein shall remain in full force and effect even if a claim for personal injury and/or property damage arising out of the actions or inaction of the members of the

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National Park Fire Department includes an allegation of negligence or other liability against the Fire District and/or Fire Department arising out of the actions or inaction of any Commissioner, officer, employee or agent of the Fire District and/or any employee, member or officer of the Fire Department.

6. If legal action should be filed which is the subject of indemnity under this Agreement, National Park agrees that the Fire District and/or Fire Department may employ an attorney of their own selection to appear and defend the action at the expense of National Park.

7. National Park shall be given notice of any act or occurrence involving a liability, claim or demand which is subject to this Agreement within thirty (30) days after such act or occurrence shall have come to the knowledge of the Fire District and/or Fire Department.

8. This Agreement may be terminated by a party upon thirty (30) days written notice to the other parties, provided however all rights and responsibilities which accrue prior to the date of termination will remain in full force and effect and will survive termination.

9. By signing below, the parties acknowledge that they have read this Agreement in its entirety and with full understanding of the terms and provisions of this Agreement are voluntarily signing this Agreement. The respective parties further represent that signing of this Agreement has been duly authorized by the Mayor and Council of National Park, the Commissioners of Westville Fire District No. 1 and the officers of the Westville Fire Department and that the within Agreement is fully binding upon the parties in accordance with said authorization.

Fritz H. Sims, Jr., Chairperson, Westville Board of Fire Commissioners

Deborah Holick, Secretary, Westville Board of Fire Commissioners

Eric Farley, Fire Chief, Westville Fire Department