

RELEASE AND HOLD HARMLESS AGREEMENT
AND
INDEMNIFICATION AGREEMENT

In consideration of _____ (Name of Participant) being allowed to participate in any way with activities related to _____ (Specify activity, i.e. obstacle course at the Marine Corps Recruit Depot, Parris Island, South Carolina), on _____ (Date), the undersigned agree to the following:

1. That prior to participating, I agree to inspect the facilities and equipment to be used, and if I believe that anything is unsafe, I will advise the United States Marine Corps of such condition and refuse to participate.

2. That I acknowledge and fully understand that each participant will be engaging in activities that are known to involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from our own actions, inaction or negligence, but the actions, inactions or negligence of others, the rules of play, or the conditions of the premises or any of the equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.

3. That I assume all risks and accept all responsibility for any damages following such injury, permanent disability or death that might result to myself.

4. That I intend to be legally bound, and do hereby release, waive, discharge and covenant not to sue the United States Navy, United States Marine Corps, its administrators, officers, directors, agents, coaches, teachers, instructors, or other employees or volunteers of the organization, or the owners and lessors of the premises used to conduct the event, all of which are hereafter referred to as the "releasees", from any and all liability to each of the undersigned, his or her heirs, and next of kin for any claims, demands, losses or damages on account of any injury, including death and permanent or partial disability or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise in connection with and/or arising out of my travel to, participation in, and return from the event. I understand that in transporting me, the United States Government is not acting as a common

carrier for hire and does not bear the liabilities attached to that status.

5. That I agree to indemnify and hold harmless the Department of the Navy, the U.S. Marine Corps, its administrators, officers, directors, agents, teachers, instructors, or other employees or volunteers, or owners or leasers of the premises used to conduct the class against all civil actions or claims for loss or damage to my property or the injury, death, disease, or disability to the undersigned that is caused or alleged to have been caused in whole or in part from any act having any connection with and/or arising out of my participation in the class.

6. That should I sustain injury or illness while participating in the activities described above, I hereby authorize any emergency first aid, medication or surgery deemed necessary by licensed medical personnel. I give permission for the attending medical personnel to execute on my behalf any necessary medical documents or permission forms and to act in my behalf if I am not able to do so.

7. That, I understand the United States Navy will not provide medical care (except on an emergency basis) for any injuries or disease occurring during the activities described above. I certify that I have sufficient medical insurance coverage to pay for any medical treatment should an injury occur. I agree to reimburse the Government for any medical care provided.

8. I certify that I am not currently under a physician's care, am in good health, and have no reason to believe that I am not physically capable of safely participating in the activities described above.

I, THE UNDERSIGNED HAVE READ THE ABOVE RELEASE AND HOLD HARMLESS AGREEMENT, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS AND MADE CERTAIN IMPORTANT GUARANTEES BY SIGNING IT AND HEREBY SIGN IT VOLUNTARILY.

Signature of Participant

Date

Witness

Date

*

In the event I am injured and cannot be resuscitated, herein below is listed an emergency contact name and telephone number and I do hereby authorize the United States Navy to release any and all information on my injury and/or death.

Emergency contact and telephone number