
*IMPORTANT: THIS IS A LEGAL DOCUMENT
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.
IF YOU HAVE ANY QUESTIONS PLEASE ASK US OR CONSULT AN ATTORNEY.*

**Contract, Assumption of Risk, Release and Waiver of Liability,
Hold Harmless and Indemnification Agreement for
TRIPS AND TOURS, LIBERTY, AND OUTDOOR ADVENTURE PROGRAMS**

I confirm I am an eligible FFR MWR patron over 18 years of age. I hereby acknowledge that I have voluntarily chosen to participate in Go-Karts, Rockwall and/or Bounce Houses offered by Navy Region Southwest MWR. I am participating in the program with the knowledge of the risks involved and I expressly assume any and all such risks. Further, I understand and acknowledge the activities and programs have risks, including certain risks which are inherent risks and cannot be eliminated without destroying the unique character of an activity. The same elements contributing to the unique character of an activity can cause loss or damage to equipment, accidental injury, illness, or in extreme cases permanent trauma, disability or death. I understand that Fleet and Family Readiness (FFR) provides many types of outdoor adventure activities, tours, transportation, and other programs, and that at times an instructor, guide or host may not be present, and that there may be “free” time when I may not be participating in a program activity. The following provides some examples of some, but not all inherent risks of FFR activities:

Travel related accidents and incidents on roadways, off road, and on the water. Hypothermia, caused by prolonged exposure to cold and the lowering of body temperature leading to injury or death. Dehydration and heat related damage leading to injury or death. Hyponatremia caused by an imbalance of sodium and water intake. Also sunburn, drowning, altitude sickness, motion sickness, frostbite, snow blindness, burns, lacerations, sprains, broken bones, exposure to poisonous plants, thorns, animals and insects, and getting lost. Inclement weather blizzards, rain, snow, floods, fog, wind, lightning, and hazardous terrain such as rock and tree fall, avalanches, falls from precipices, falls due to slippery, uneven, and loose materials on surfaces.

I understand and acknowledge the descriptions above of the inherent risks are not complete and that other, including unknown, unforeseen or unanticipated risks, inherent and otherwise, may result in property loss, injury, illness, or death. I acknowledge that my participation in this program is purely voluntary, and I wish to participate in spite of and with knowledge of the inherent and other risks involved. I acknowledge and assume the inherent risks described above and all other inherent and unforeseen risks of my activity. In addition, I expressly assume all risks of enrolling and participating in an activity or program, inherent or otherwise, and whether or not described above.

OTHER PROVISIONS

If I am an adult participant or the parent of a minor participant I further agree, for myself and on behalf of the minor participant for whom I sign, as follows:

I have verified with my or the minor participant’s physician and other medical professional, or otherwise satisfied FFR, that I or the minor student, have no past or current physical or psychological condition that might affect my, or the minor’s participation in the program. I am, or the minor is, able to participate without causing harm to myself or to him or herself, or to others. Prior to the commencement of the activity FFR will be informed of any medical condition that has not been previously disclosed. I

understand that admission of me or the minor participant to the activity or program is not intended as a representation that FFR staff will be able to successfully manage a medical event or emergency related to a disclosed or undisclosed medical condition. The responsibility for determining participants' suitability for an activity is not FFR's fault but, rather, the participants guided by family and their physician. FFR reserves the right to refuse admission or remove a participant from an activity or program for any reason it deems in the best interests of the participant or others.

FFR is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me, or for the minor participant. I understand that situations may arise in which third-party medical care is not available and which require staff to provide first aid and possible more advanced procedures such as employing wilderness first aid responder training. Any third-party medical care provider is authorized to exchange pertinent medical information with FFR. Costs reasonably associated with medical services, including evacuation, shall be borne by me. I agree to be responsible for any damage I, or the minor participant, may cause to facilities, vehicles, or equipment. FFR is not responsible for loss, theft or damage to personal belongings including those stored within FFR facilities or vehicles.

I authorize and release FFR and its staff the use of my, or the minor's name and image in any photograph or visual recording in promotional materials and press releases.

RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION

I hereby irrevocably and unconditionally release, discharge, waive and covenant not to sue the Department of the Navy, its employees, and all persons connected with the Department of the Navy, to include all persons employed by Commander, Navy Region Southwest (collectively "Releasees") from and for all liability to myself, my personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses or damages, on account of an injury, including but not limited to death or damage to property or exposure to liability, caused or alleged to be caused in whole or in part by arising out of my use of equipment provided by Releasees, or participation in events or activities sponsored or arranged by Releasees **WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.**

If any person or entity makes a claim against any of the Releasees arising from or related to Patron's use of equipment or services provided by Releasees or participation in events or activities sponsored or arranged by Releasees, I agree to indemnify and save and hold harmless the Releasees and each of them from any litigation expenses, attorney's fees, loss, expert witness fees, costs of defense, liability, damage or expenses that may incur due to a claim made against any of the releases, **WHETHER THAT CLAIM IS BASED ON THE SOLE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

I have read this Contract Assumption of Risk, Release and Waiver of Liability, Hold Harmless and Indemnification Agreement, understand the terms, policies and conditions herein and agree to be bound by them. I understand that by signing this Agreement I give up substantial rights I might otherwise have to recover damages for those losses occasioned by the Releasee's fault and sign this Agreement voluntarily and without inducement.

PARTICIPANT and/or PARENT OR GUARDIAN

Print Name: _____ Signature: _____

Participant's Phone: _____ Date Signed: _____

Emergency Contact's Name: _____ Phone: _____

MINOR PARTICIPANTS

Print Name: _____	Signature: _____
Age: _____	Date Signed: _____
Print Name: _____	Signature: _____
Age: _____	Date Signed: _____
Print Name: _____	Signature: _____
Age: _____	Date Signed: _____

PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C. § 301, 10 U.S.C., § 5031, Department Regulations, and EO 9397 (SSN).

PRINCIPAL PURPOSE: The information requested on this form will be used as a general record of Morale, Welfare and Recreation (MWR) services/activities. The information will also be used to contact the Patron deemed necessary in connection with their responsibilities associated with the services/activities.

ROUTINE USES: The information may be used by other departments or agencies of the United States Government in the normal course of administering the affairs of non-appropriated fund activities of the United States Government.

DISCLOSURE: Voluntary. However, failure to complete form may result in inability to obtain MWR storage services/activities.