

HOLD HARMLESS AND WAIVER OF LIABILITY AGREEMENT

For and in consideration of the permission granted by the United States Marine Corps to enter upon Marine Corps Base Hawaii, Kaneohe Bay, Hawaii on [Date] _____, to participate in **MCBH Environmental Volunteer Program**, and being informed of all the activities that I will engage in during this project, I, [*Insert name (print)*]:

forever discharge and hold harmless the United States/United States Marine Corps, and all of its officers and personnel, employees, representatives, successors, and assigns, including the Commanding Officer, Marine Corps Base Hawaii, Kaneohe Bay, Hawaii from any and all liability under the Federal Tort Claims Act (28 U.S.C., Sections 1346(b), 2671-2680). Further, with the exception of claims for any injury I may suffer while performing volunteer services which are cognizable under the Federal Employees' Compensation Act, 5 U.S.C. Section 8101, et seq., I also waive all claims, demands, damages, actions, or suits of any nature or legal basis against the United States of America, United States Marine Corps, and their agencies, departments, officers, employees, personnel, successors, or assigns arising from any injury or alleged injury, including death, and property damage or loss that occurs incident to my entering upon, engaging in any physical activities during the **MCBH Environmental Volunteer Program** on the Mokapu Peninsula, transportation aboard government vehicles, or use of any facilities located on Marine Corps Base Hawaii, Kaneohe Bay, Hawaii.

I am aware that military training areas, wetlands, and wildlife management areas are not designed nor maintained for the needs of civilian individuals or groups and that potentially hazardous conditions exist, including, but not limited to the following: natural and man-made obstacles that may be visible or camouflaged; unexploded ordnance (UXO); holes; ditches; trenches; and other hazardous terrain features. I understand that there will be no food, water, or emergency medical services available at any the areas to be visited.

This waiver is legally binding on me and my heirs, executors, and administrators.

I acknowledge that I am aware of the risks involved in my participation in the **MCBH Environmental Volunteer Program** on: [Date] _____. I acknowledge my understanding that I am not authorized to collect any rock, sediment, feathers, fossil samples or other natural or cultural resource specimens of any kind or remove the same from Base.

I further acknowledge that I have carefully read this release, understand the contents thereof and sign this release as my free and voluntary act.

Participant's signature

Participant [Print name]

____/____/____
Date