

RECREATIONAL ACTIVITY INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of my being able to participate in a recreational activity being offered on Marine Corps Base Hawaii, Kaneohe Bay, Hawaii, on **(Date)** _____, the undersigned agrees to the following:

1. That I acknowledge and fully understand that I will be engaging in a recreational activity on the **(REC Area)** _____. These activities are known to be inherently dangerous and involve substantial risk of serious injury, including permanent disability, death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist. I also understand that such injury may result from not only my action or inaction but also the actions or inactions of others, or the conditions of the recreational facilities. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released from liability below, and assume full responsibility for my participation. Prior to participating in any recreational area on the **(REC Area)**

_____ If I believe that anything is unsafe, I will advise range officials, in particular the Range Safety Officer, of such conditions and refuse to participate. I fully and voluntarily accept all risks associated, so that I may engage in this recreational activity. I understand that by accepting such opportunity, I incur no obligation towards the United States Government except as imposed by this release. I understand that the United States Government is not acting as a recreational facilitator for hire and does not bear the liabilities attaching to that status.

(Int.) _____

Releaser's Initials or Parent/Legal Guardian

2. I hereby RELEASE AND HOLD HARMLESS, waive, discharge, and covenant not to sue, the United States Government, including all of its subdivisions, officers, military personnel, employees and agents (hereinafter called the RELEASEE) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or wanton misconduct. I hereby release the United States Government from all liability for any injury including death or permanent disability, to me, caused or alleged to have been caused, in whole or in part by the negligence of the RELEASEE or otherwise caused, or resulting from, or in connection with recreational activity on **(REC Area)** _____. I have had a full and fair opportunity to consult an attorney about this agreement, and understand that such consultation is prudent and make this agreement voluntarily.

(Int.) _____

Releaser's Initials or Parent/Legal Guardian

3. I agree that this release not only binds myself, but also my family, heirs, assigns, administrators, and executors. Accordingly, I indemnify and hold harmless the RELEASEE from all liability and responsibility of any sort for all damage, injury, death, and loss to all persons incident to my injuries sustained during this recreational activity on the **(REC Area)** _____.

(Int.) _____
Releaser's Initials or Parent/Legal Guardian

4. Should I sustain any injury while participating in or observing this recreational activity on the **(REC Area)** _____, I hereby authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by licensed medical personnel.

(Int.) _____
Releaser's Initials or Parent/Legal Guardian

5. I have considered purchasing insurance for this activity. I understand and agree that neither the United States, the U.S. Marine Corps, nor any of their partners, agents, employees, or agencies will insure me.

(Int.) _____
Releaser's Initials or Parent/Legal Guardian

(Sign) _____
Parent/Legal Guardian Signature Print Date

Range Control Officer Signature Print Date