

NAVAL AIR STATION CORPUS CHRISTI RELEASE OF LIABILITY AGREEMENT

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.

By signing this form, anyone participating in a Morale, Welfare and Recreation (MWR) activity (activity) onboard Naval Air Station Corpus Christi (NASCC) agrees to indemnify and hold harmless the United States Government and its officers, agents and employees from liability for any resulting damage, injury, or death arising out of or derived from participation in the activity. A covered activity is any MWR activity at the End of Summer Bash Event held on July 31, 2021 at Sunfish Beach, including: swimming, kayaks, paddle boards, peddle boats, inflatable water obstacle course, inflatable water trampoline, inflatable water rocker, land inflatables, and rock wall.

I understand that I am participating in an activity with inherent risks, including but not limited to, risk of injury, illness, permanent trauma, neck or spinal injuries or even death. I understand that this list is not an exclusive or exhaustive list of possible injuries or trauma that may occur while participating in the activity. I accept these risks of injury, trauma, illness, and death and am participating in this activity voluntarily.

I understand that the activity could result in damage to my personal property. I accept this risk voluntarily.

I certify that I am in good physical and mental health, and am fully capable of participating in the activity. I certify that I will wear the prescribed safety equipment at all times while participating in the activity. I certify that I will follow all directions given by activity personnel while participating in the activity.

I certify that I have adequate health, disability, and life insurance for my family and myself. I give permission for transportation to any medical facility or hospital, and I authorize NASCC or other medical personnel to render necessary emergency medical care to or for me. I agree to release, indemnify and hold harmless the United States Navy, NASCC, MWR, the United States Government, and its officers, agents and employees for any injury or death arising out of such emergency medical care.

PLEASE READ BOTH PAGES OF THIS AGREEMENT

RELEASE, INDEMNIFY AND LOSS OF LIABILITY

In consideration for permission to participate in the activity, I agree to release, indemnify and hold harmless the United States Navy, NASCC, MWR, the United States Government and its officers, agents and employees, acting officially, from any and all claims, demands, suites, actions, proceedings, loss, costs and damages of any and every kind and description, including but not limited to, attorney's fees and litigation expenses, which may be brought against or incurred by the United States Navy, NASCC, MWR, the United States Government or its officers, agents or employees on account of any loss or damage to any property, for any personal injuries, or for death, to the extent that such damage, injury or death is caused by, arising out of, or contributed to, by reason of any act, omission, professional error, fault, mistake, or negligence in connection with, or incident to, any act associated with the activity. This hold harmless agreement is applicable to any heir, executor, administrator or family member seeking relief on my behalf or for my participation in the activity. The terms of this agreement shall continue and be in effect after my participation in the activity has ended.

Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect.

I have read both pages of this agreement and understand the terms used and their legal significance. This waiver and release is freely and voluntarily given with the understanding that right to legal recourse against NASCC, the United States Navy, and the United States Government is knowingly given up in return for allowing my participation in the activity.

FIRST PARTICIPANT OR IF UNDER 18 YEARS OF AGE
PARENT/GUARDIAN SIGNATURE
(photo identification required for participants over 18)

FIRST PRINTED NAME OF PARTICIPANT
(and name of parent/guardian if applicable)

SECOND PARTICIPANT OR IF UNDER 18 YEARS OF AGE
PARENT/GUARDIAN SIGNATURE
(photo identification required for participants over 18)

SECOND PRINTED NAME OF PARTICIPANT
(and name of parent/guardian if applicable)

THIRD PARTICIPANT OR IF UNDER 18 YEARS OF AGE
PARENT/GUARDIAN SIGNATURE
(photo identification required for participants over 18)

THIRD PRINTED NAME OF PARTICIPANT
(and name of parent/guardian if applicable)

FORTH PARTICIPANT OR IF UNDER 18 YEARS OF AGE
PARENT/GUARDIAN SIGNATURE
(photo identification required for participants over 18)

FORTH PRINTED NAME OF PARTICIPANT
(and name of parent/guardian if applicable)

EMERGENCY CONTACT: _____

PHONE: _____

I CARRY MEDICAL INSURANCE: YES _____ NO _____ GROUP NUMBER: _____

NAME OF PROVIDER: _____

PLEASE READ BOTH PAGES OF THIS AGREEMENT