

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.

Navy Morale, Welfare and Recreation (MWR) Department and its staff have done everything possible to assure that our patrons experience a rewarding experience. We wish to inform our patrons that participating in a waterfront cleanup is not risk free. The same elements that contribute to the unique character and fun of a waterfront cleanup such as physical exertion or the terrain can cause injury, illness, or in extreme cases, permanent trauma or death to the participant or others under his or her supervision. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

ACKNOWLEDGMENT OF RISK

I _____ (name of participant) hereby acknowledges that I have voluntarily chosen to participate in the Spring Lunch Time Walk Series through Navy MWR.

I am participating in the Spring Lunch Time Walk program that will be taking place on the Washington Navy Yard river walk with the knowledge of the risks involved and hereby agree to accept any and all inherent risks including, but not limited to temporary or permanent physical injury or even death. Furthermore, I recognize that participation in the program involves activities and risks incidental thereto, including but not limited to, travel to and from competitions, practices, and other related activities, limited availability of medical assistance and the possible reckless conduct of other participants. This list is not an exclusive or exhaustive list of possible injuries, trauma, or accidents that may occur participating in this program. Suffering an injury is rare. However, injuries have occurred, and you need to know about them and other possible injuries not mentioned above.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that I am fully capable of participating in the Spring Lunch Time Walk Series at the Catering and Conference Center located on board the Washington Navy Yard. I state that I have read the above statement on some of the possible risks associated with participating in the Spring Lunch Time Walk Series. Therefore, I assume full responsibility for myself, for bodily injury, death and loss of personal property and any expenses as a result of my negligence or the negligence of Navy MWR Department and its staff. I also understand that Navy MWR Department reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of using this facility.

I agree to indemnify and hold harmless Navy MWR Department and its staff, and the U.S. Navy, and its members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in this program. I further agree to release, acquit and covenant not to sue Navy MWR and its staff, and the U.S. Navy, and its members, agents and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Navy MWR Department and its staff or my family, myself, or my heirs, against Navy MWR Department arising out of participation in this program. In short, I cannot sue Navy MWR Department and its staff, and the U.S. Navy, and its members, agents and employees, and if I do, I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be governed under the Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, whichever is applicable. As liquidated damages, I

hereby agree that if Navy MWR Department is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf; accordingly, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation. 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. A copy of this release can be used as if it was an original.

I authorize and release to Navy MWR Department and its staff the use of my image in any photograph or video recording for any purpose of Navy MWR Department.

I have adequate health, disability and life insurance for my family and myself. I hereby give permission for transportation to any medical facility or hospital, and I authorize for any guide, or medical personnel to render necessary emergency medical care for my family or me.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this _____ day of _____ 20__.

☐ I affirm that I am of lawful age and legally competent to sign this waiver, or that I have acquired the written consent of my parent or guardian.

I have read and understood this agreement.

PARTICIPANT SIGNATURE PRINT NAME
PHONE: [_____] _____
E-MAIL ADDRESS _____
IN CASE OF EMERGENCY PLEASE CONTACT: _____
PHONE: _____
I CARRY MEDICAL INSURANCE. YES _____ NO _____ GROUP NUMBER: _____

NAME OF PROVIDER:
