

WAIVER OF LIABILITY
for
PARTICIPATION IN NON-FEDERAL ENTITY ACTIVITIES
aboard
MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION -
MARINE CORPS BASE, QUANTICO, VIRGINIA

I am about to observe or participate in activities to be conducted under the direction of the _____, hereinafter the "*Organization*", on Marine Corps Installations National Capital Region - Marine Corps Base, Quantico (MCINCR-MCBQ). I understand that the organization is a Non-Federal entity and is not a Federal Government entity. I understand that the organization is operating and conducting events on MCINCR-MCBQ by permission of the Federal Government subject to certain terms and conditions. I understand that my observation and/or participation in the activities of the organization will involve access to MCINCR-MCBQ, an active military base that consists of Marine Corps Base ranges and training areas.

I understand the following three cautions with regard to MCINCR-MCBQ:

1. All ranges and training areas, including recreational fields, are designed for, and used by the Marine Corps for training of its personnel in the deadly art of individual and unit combat.
2. Ranges and training areas have been subject to countless training exercises that may well have involved the use of ammunition and placement of manmade or natural obstacles which, if triggered or encountered by or during physical presence on the ranges/training areas, could result in serious bodily injury or death to me.
3. Range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and exposure to serious bodily injury, sickness, accident, or death.

I understand that certain activities may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones, and injuries associated with physical contact with other participants, and injuries from playing conditions, to include field conditions and the inherent dangers associated with environmental conditions.

I further understand that the organization will provide the following events or activities and I voluntarily assume the specific risks associated with observing or participating in these events or activities: events or activities: (Provide a description of the organization's activities that the child will participate in, include the following language if activities are water-related)

Initials _____, Date _____

Water-related activities:

I understand that water-related activities involve accepting inherent risks including, but not limited to electrocution, the possibility of drowning or near drowning, the unpredictability of

weather and water conditions, the risk of injury resulting from being in and around a watercraft and/or a swimming pool, and injuries resulting from tripping, slipping or falling over obstacles

(both seen and unseen) in and around the water. In addition, I understand that the injuries sustained from engaging in water-related activities could be serious or result in death. I acknowledge that water-related activities are high-risk and that engaging in these activities is inherently dangerous and could result in property damage as well as serious bodily injury or death to others or me.

In spite of my full knowledge of the risks involved in observing and/or participating in the organization's activities and, in consideration of the privilege to participate in the organization's activities to be held aboard MCINCR-MCBQ, I do hereby freely and voluntarily, and intending to be legally bound, accept all risks associated with these activities and waive any and all rights to any claims or demands or any other actions whatsoever, including those attributable to negligence for damages due to accident, injury, or my death resulting from observation and/or participation in any of the organization's activities, for me, my spouse, my parents or guardians, my heirs, executors, administrators, or legal representatives of my estate, or anyone else on my behalf, which I may have against any of the following: the United States of America, the Department of Defense, the Department of the Navy, the United States Marine Corps, Marine Corps Installations Command, MCINCR-MCBQ, or any and all individuals assigned to or employed by the United States, to include, but not limited to, the Secretary of the Navy, the Commandant of the Marine Corps, the Commanding General of the Marine Corps Installations Command, or the Commander of MCINCR-MCBQ, in both their official and personal capacities, or any medical personnel or their representatives, successors, or assigns designated thereto.

I understand that the above language means I have abandoned any rights I may have or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the Federal Government for any injury that I may sustain because of participation and/or observation in any of the organization's activities that result in any damage whatsoever to me, my property, or in my death. By signing this document, I acknowledge that the Federal Government, or any agency or employee thereof, is not liable for any injury I may sustain, to include death, as a result of participation in observation or attendance of the organization's activities.

By signing this document, I effectively and completely assume all risk associated with the organization's activities.

Initials _____, Date _____

Lastly, I understand that should I decline to execute this Waiver of Liability, I will not be permitted to attend, observe or participate in the organization's activities or event(s) to be held aboard MCINCR-MCBQ.

PLEASE READ CAREFULLY BEFORE SIGNING

BY VIRTUE OF MY SIGNATURE, I ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH ON THIS DOCUMENT AND FURTHER ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS DOCUMENT IN WHOLE AND UNDERSTAND WHAT I AM SIGNING.

Printed Name of Participant/Observer

Signature of Participant/Observer

Date