

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), Community Services Commander Navy Region Northwest (CNRNW), and its staff have done everything possible to assure that our patrons have a rewarding experience while participating in a MWR activity or event. We wish to inform our patrons that our events are not risk free. 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.

TRANSPORTATION ACKNOWLEDGMENT OF RISK

As part of the _____ trip, Navy MWR Department CNRNW provides transportation by motor vehicle, van, or bus to and from the starting and ending point. I understand and agree that I cannot hold CNRNW liable for any injury I received due to the transportation Navy MWR Department CNRNW provides. Accidents occur during travel to and from the starting and ending point of the trip over the roads and highway. I agree that terms of this release shall cover any injury I receive due to an accident on the part of Navy MWR Department CNRNW whether by their negligence or the negligence of others.

I understand the need for all passengers to exercise particular caution when on the vehicle, and especially while moving around the interior of the vehicle while it is in transit. I further understand that I may be subjected to a variety of hazards and risks, foreseen or unforeseen, for example, possibility of bodily injury (broken bones and soft tissue damage) including dental damages from falling down, injuries incurred while getting on or off (in or out of) the mode of transportation being used for the event, being knocked down, paralyzed or death, hereinafter referred to as "DAMAGES". I voluntarily assume the risks of any and all DAMAGES I may incur on Navy MWR Department CNRNW vehicles.

I further understand that while on the Navy MWR Department CNRNW trip, there will be times when access to rescue or medical facilities or expertise may be several hours or even days away from the location where these DAMAGES may occur. I understand that being exposed to such DAMAGES, risks and hazards are inherent in participating in Navy MWR Department CNRNW trip and I understand that I should therefore exercise extra care for my own person. I understand the potential for these DAMAGES to occur, that those hazards and risks associated with Navy MWR Department CNRNW exist, and notwithstanding these factors, I choose to take this journey, agree to pay the required costs therefor and voluntarily assume the risks of such DAMAGES occurring while I am on _____ trip.

Navy MWR Department CNRNW may at times deliver passengers to various third parties who will conduct, supervise, guide, or instruct passengers in various sporting or recreational activities, or conduct entire tours. Navy MWR Department CNRNW assumes no duty to certify, monitor or verify the qualifications of any third parties involved in these activities. Passengers' concerns regarding the qualifications of any third parties conducting or supervising these activities should be directed to the third parties and passenger agrees to release, indemnify and hold harmless Navy MWR, Navy MWR Department, CNRNW, and its staff, and the U.S. Navy, and its members, agents and employees for liability for DAMAGES arising out of the negligence of such third parties.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children, and myself are fully capable of participating. I state that I have read the above statement on some of the possible risks in the Navy MWR Department CNRNW, trip/program or activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant on the Navy MWR Department CNRNW trip/program or activity, or the negligence of Navy MWR Department, CNRNW, and its staff. I also understand that Navy MWR Department CNRNW reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Navy MWR Department CNRNW, trip/program or activity. My family and I are in good physical condition and able to undertake this activity.

I agree to indemnify and hold harmless Navy MWR, Navy MWR Department, CNRNW, 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 participation in these activities. I further agree to release, acquit and covenant not to sue Navy MWR, Navy MWR Department, CNRNW, 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, CNRNW, its staff or my family, myself, or my heirs,

PLEASE READ OTHER SIDE

against Navy MWR Department CNRNW arising out of participation in the Navy MWR CNRNW, trip/program or activity. In short, I understand and agree that I cannot sue Navy MWR, Navy MWR Department CNRNW 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 the Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, which ever is applicable. The terms of this agreement shall continue and be in effect after the MWR trip/program or activity has ended. I hereby give permission for transportation to any medical facility or hospital and I authorize any guide, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "AIDS" status, in the possession of Navy MWR Department CNRNW to any medical facility or hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against Navy MWR Department CNRNW and its staff or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information including my HIV or "AIDS" status.

As liquidated damages, I hereby agree that if Navy MWR, Navy MWR Department, CNRNW, and its staff, and the U.S. Navy, and its members, agents and employees are forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

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

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

I have adequate health, disability and life insurance for my family and myself.

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 HAVE READ AND UNDERSTOOD THIS AGREEMENT.

FIRST PARTICIPANT SIGNATURE

SECOND PARTICIPANT SIGNATURE

PRINTED NAME

PRINTED NAME

ADDRESS

THIRD PARTICIPANT SIGNATURE

PRINTED NAME

PHONE: [] _____

IN CASE OF EMERGENCY PLEASE CONTACT: _____

PHONE: _____

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

NAME OF PROVIDER: _____