11th FSS RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

To participate at 11th FSS Outdoor Recreational event`s, a copy of this waiver must be completed and signed for every patron. Before signing, however, please read the waiver in full and be certain that you understand the implications of signing.

Express Assumption of Risk Associated with Recreational Activities: I hereby affirm and acknowledge that

I, _____ fully understand the hazards and risks associated with the many outdoor (Please print your first & last name) and other recreational activities in which I am about to engage. The inherent risks and hazards include but are not

Limited to:

1) Injuries sustained from any and all outdoor activities, such as running, jumping, kayaking, hiking, biking, climbing, camping, and cooking, engaging in sporting events such as basketball, volleyball and more.
2) Injuries sustained from objects that are either natural or man-made, such as rocks, cliffs, trees and campfires, or from misjudging trails or other terrain that induces slipping, falling, colliding or otherwise.
3) Injuries and illnesses sustained from swimming, diving, scuba diving, cliff jumping, impacting the water, and/or water entering bodily orifices.
4) Injuries from hypothermia, heat stroke, dehydration, etc. from exposure to the elements, such as rain, cold, excessive heat or the weather in general.
5) Physical and monetary injuries sustained due to my own personal negligence and/or the negligence of others, crowds, altercations with other patrons, the excessive use of alcohol, the prohibited use of illegal drugs, and the like.
6) Injuries or illnesses sustained from either plants or animals, such as poison ivy, poison oak, poison sumac, aggressive or biting pets, service animals, wildlife, or exposure to any plants or animals present within the park in general.
7) Accidents, injuries or illnesses occurring in remote locations where no immediate medical attention is available.

I understand that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury, permanent disability, drowning and death.

Release of Liability, Waiver of Claims and Indemnity Agreement:

In making it possible to participate in many of the above-described activities and more, I both agree and acknowledge that:

1) I hereby release and hold harmless with respect to any and all illness, injury, disability, death, or loss or damage to person or property—whether caused by negligence or otherwise—the following named persons or entities, herein referred to as Releases: 11TH FSS JOINT BASE ANACOSTIA BOLLING
2) I hereby release the Releases, their officers, directors, managers, employees, representatives, agents, volunteers, and other vessels from any and all liability and responsibility and for any claims that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releases or otherwise. By executing this document, I agree to hold the Releases harmless and indemnify them in conjunction with regard to any illness, injury, disability, death, or loss or damage to my own personal property that can ensue from engagement in the full body of activities as stated above and otherwise.
3) By entering into this agreement, I am not relying on any oral or written representation or statements made by the Releases other than that set forth in this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall still be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND NOT ONLY DO I FULLY UNDERSTAND ITS TERMS BUT I UNDERSTAND THAT I HEREBY RELEASE ALL LIABILITY AND THEREIN RELINQUISH LEGAL RIGHTS BY SIGNING IT. I ALSO SIGN IT FREELY AND VOLUNTARILY UNDER MY OWN FREE WILL WITHOUT ANY INDUCEMENT, COERCION OR OTHERWISE.

_____ **X**_____ _____
Please print your full name | Signature | Date

For Parents and Legal Guardians: This is to certify that, as the parent or legal guardian with full legal responsibility for this attendee, I understand that said minor is not to wander throughout the park unattended but is to be accompanied by his or her parent(s) or legal guardian(s) at all times. I therefore consent and agree not only to his or her release of all Releases but also to release and indemnify the Releases from any and all liabilities incident to his or her involvement in these activities for myself, my heirs, assigns, and next of kin.

_____
Please print your full name of minor/child

_____ **X**_____ _____
Please print your full name as parent or guardian | Signature | Date