WAIVER

RELEASE OF ALL CLAIMS, AND HOLD HARMLESS AGREEMENT
For Department of Defense and/or Department of Navy sponsored or facilitated activities and programs on Naval Station Great Lakes, Great Lakes, Illinois

Name of Participant: ____________________________________________________________

Name of Program: ____________________________________________________________

READ CAREFULLY
Please read this form carefully and be aware that in participating in activities and programs on Naval Station Great Lakes (NAVSTA) you will be waiving and releasing all claims for injuries arising out of this participation that you or the above named participant might sustain. The terms “I”, “me”, and “my” also refer to parents or guardians as well as the participants in the activities or program. In participating in programs and/or activities on NAVSTA you are agreeing as follows.

I fully understand and acknowledge that:

(a) Risks and dangers exist in my participation in programs and activities, and use of equipment and facilities on NAVSTA. These activities include, but are not limited, to residing in military barracks, physical training, aerobic exercise, rock wall climbing, military drills and ceremonies, sailing, and simulated ship-board damage control activities;

(b) My participation in such activities and/or use of such equipment and facilities may result in injury or illness, including but not limited to bodily injury, disease, strains, muscle injuries, fractures, burns, heat stroke, heat stress, heat exhaustion, hypothermia, heart attack, stroke, circulatory problems, allergic reactions, drowning, partial and/or total paralysis, death, or other ailments that could cause serious disability;

(c) These risks and dangers may be caused by the negligence of the employees, officers, independent contractors, servants, or agents of the Department of Defense (DoD) or the Department of the Navy (DON), the negligence of other participants, defects in furniture, structures, or buildings on NAVSTA, chemicals used in cleaning supplies, insects and bedbugs introduced into NAVSTA, food consumption, the forces of nature, and other causes. These risks and dangers may arise from foreseeable and unforeseeable causes; and

(d) By my participation in programs and/or activities on NAVSTA and the use of facilities and equipment on NAVSTA, I hereby assume all risks and dangers and all responsibility for any injuries, losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the agents, officers, independent contractors, servants, or employees of DoD or DON, or by any other person.

Enclosure (3)
I, on behalf of myself, my personal representatives, and my heirs, hereby voluntarily do agree to release, waive, discharge, hold harmless, defend, and indemnify the DoD and DON, and their agents, officers, independent contractors, servants, and employees, from any and all claims, suits, or causes of action for bodily injury, disease, illness, property damage, wrongful death, loss of services, attorney’s fees, costs, expenses, or otherwise to any person, which may arise out of or are related to my participation in programs or activities on NAVSTA or my use of facilities or equipment on NAVSTA. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts of, or other conduct by, the DoD, DON, their agents, officers, independent contractors, servants, or employees.

I further understand that the terms “participation,” “program,” and “activities” referred to in this Agreement include all exercises and physical movements of any nature while I am on NAVSTA, and further include the provision of, or failure to provide, proper instructions or supervision, the use and adjustment of any and all machinery, equipment, and apparatus, and anything related to my use of services, facilities, or premises of NAVSTA.

I understand the nature of the program and activities being conducted on NAVSTA, and have read and fully understand this Waiver, Release, and Hold Harmless Agreement. By signing this agreement, it is my intention to exempt and relieve the DoD, DON, and their agents, officers, independent contractors, servants, and employees from liability for personal injury, property damage, or wrongful death caused by negligence or any other cause. I further understand that any advisements or warnings of the particular risks of activities on NAVSTA that I subsequently receive will be incorporated by reference into and become a part of this Agreement.

[Signature of Participant]____________________________________________________________
Date_____________________________________________________________________________

[Both parents/guardians or sole custodial parent/guardian must sign if participant is under the age of 18]

[Signature of Parent or Guardian]______________________________________________________
Date_____________________________________________________________________________

[Signature of Parent or Guardian]______________________________________________________
Date_____________________________________________________________________________