

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 Hiking is not risk free. The same elements that contribute to the unique character and fun of Hiking such as physical exertion or the terrain can cause loss or damage to equipment, and injury, illness, or in extreme cases, permanent trauma or death to myself or others under my 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.

HIKING ACKNOWLEDGMENT OF RISK

You will be traveling outdoors, where you will be subject to numerous risks. Water often requires disinfecting before use.

You will be responsible for carry all of your own equipment, supplies, clothing and gear. We will be out of contact and Hiking for _____ hours.

Travel by foot is over rugged, unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Additional risks include collisions, falling, drowning and others usually associated with such travel.

Environmental risks include but are not limited to, rapidly moving, deep or cold water, insects, snakes, predators, and other animals, falling and rolling rock, lightning, avalanches, flash floods, fires and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Additional risks are hypothermia, frostbite, high altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions. Trails are often steep, rocky, and slippery. Hikes involve crossing streams, where footing can be awkward. Participants can slip or fall during a hike, resulting in injury. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, eating meals out-of-doors, and being in the open for the extended length of the trip can be uncomfortable or cause injury.

Decisions are made by the instructors, guides and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Participants may have free and unsupervised time. Throughout the program, participants are responsible for their own safety and for the safety of other members of their group.

You may be several hours' travel from any medical facility. Transportation may be by car, boat, animal, or litter. Your guides will probably be the immediate medical care you will have available. You need to understand that Hiking includes a high degree of risk for Hypothermia. Hypothermia is the name for a medical condition where your core body temperature drops to a point that the body is unable to maintain and heat itself. Hypothermia means you are becoming cold enough to die. Being wet and in the wind contributes to Hypothermia. You need to have adequate clothing to combat Hypothermia. Hypothermia can quickly result in death.

As part of the Hiking trip, Navy MWR Department _____ may provide transportation by motor vehicle, van, or bus to and from the starting and ending point. In that event, I understand and agree that I cannot hold _____ liable for any injury I received due to the transportation Navy MWR Department _____ 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 _____ whether by their negligence or the negligence of others.

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The list of possible accidents stated above may inflict bodily injury, disease, strains, fractures, partial and/or total paralysis, other ailments that could cause serious disability or death. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while Hiking. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children, and myself are fully capable of participating in a Hiking trip/program or activity. I state that I have read the above statement on some of the possible risks in Hiking 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 trip, 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 participating in Hiking. 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 _____, _____ 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 families or my participation in these activities. I further agree to release, acquit and covenant not to sue Navy MWR, Navy MWR Department _____, _____ 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 _____ and its staff or my family, myself, or my heirs, against Navy MWR Department _____ arising out of participation in this Hiking trip/program or activity. In short, I cannot sue Navy MWR, 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, which ever is applicable. The terms of this agreement shall continue and be in effect after the Hiking trip/program or activity has ended.

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 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 _____ to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby

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waive any action or claim against Navy MWR Department _____ 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.

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 _____.

By checking this box, I indicate that my family and I have previous _____ experience.

No one in my family or I have any medical condition that would prevent our participation in this activity except: _____.

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: _____

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