

## **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) \_\_\_\_\_ and its staff have done everything possible to assure that our patrons experience a rewarding experience. We wish to inform our patrons that Trail Running is not risk free. The same elements that contribute to the unique character and fun of Trail Running such as physical exertion or the Trail Running can cause loss or damage to equipment, and injury, and 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, sign, and return this document to our office.

## **TRAIL RUNNING ACKNOWLEDGMENT OF RISK**

Trail running is a unique and different form of running or aerobic exercise. In addition to all the hazards of running such as over use injuries, long term injuries and the hazards of the city, trail running has additional risks that we would like you to be aware of and which you must assume.

When trail running, the terrain will be uneven, broken, and different from man-made surfaces. The conditions of the trail or terrain will vary every day dependent upon the weather, use and natural forces. Rocks, stumps, roots, and other objects both natural and manmade will be loose or projecting. Any water from rain, snow or from natural or man made streams will make the trail slippery and muddy. Trail running crosses streams and other types of waterways that will change the condition of the trail.

Trails can be steep, rocky, and/or slippery, where footing can be awkward. Participants can slip or fall during a run, resulting in injury or death. Poisonous or dangerous plants, insects, or animals can be encountered, with detrimental effects to some participants, such as illness, shock, or death.

While running, the weather may change causing conditions to deteriorate. Exposure to the natural elements can be uncomfortable or harmful. Sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, being in the open for the extended length of the run can be uncomfortable or cause injury, illness or death.

First Aid or emergency medical care may be far away. Transportation to a medical facility may take a longer period and require difficult evacuation procedures for you and the persons attending to you. Trail Running includes a high degree of risk for Hypothermia. Hypothermia is the name for a medical condition where the 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 understand hypothermia and to have adequate clothing to combat Hypothermia. Hypothermia can quickly result in death.

As part of the Trail Running 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.

The list of possible accidents stated above may inflict bodily injury, disease, strains, fractures, partial and/or total paralysis or 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 the Trail Running. 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 are not physically able to undertake the Trail Running.

**PLEASE READ OTHER SIDE**

## CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children, and I are fully capable of participating in the Trail Running trip/program or activity. I state that I have read the above statement on some of the possible risks in this Trail Running 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 Trail Running trip/program or activity, 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 the Trail Running trip/program or activity. My family and I are in good physical condition and able to undertake this Trail Running trip/program or 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 family's or my participation in this Trail Running trip/program or activity. 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 Department \_\_\_\_\_ and its staff or my family, myself, or my heirs, against Navy MWR Department \_\_\_\_\_ arising out of participation in the Trail Running 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 exploring the Trail Running 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 a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, 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 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 this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

☐ By checking this box, I indicate that my family and I have previous Trail Running experience.

☐ No one in my family or I have any medical condition that would prevent our participation in this Trail Running except \_\_\_\_\_.

**PLEASE READ OTHER SIDE**

**I have read and understood this agreement.**

\_\_\_\_\_  
FIRST PARTICIPANT SIGNATURE

\_\_\_\_\_  
SECOND PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
THIRD PARTICIPANT SIGNATURE

\_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

IN CASE OF EMERGENCY PLEASE CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

I CARRY MEDICAL INSURANCE. YES \_\_\_\_\_ NO \_\_\_\_\_ GROUP NUMBER: \_\_\_\_\_

NAME OF PROVIDER: \_\_\_\_\_

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