

WAIVER OF LIABILITY

The event that I am about to observe and/or participate in will be held on Marine Corps Base Quantico ranges and/or training areas. I understand the following three cautions with regard to these MCB, Quantico ranges and training areas: first, all such ranges and training areas, including recreational fields, are designed for and used by the Marine Corps for training its personnel in the deadly art of individual and unit combat; second, these ranges and training areas have been subject to countless live fire exercises and may well have involved use of ammunition and placement of manmade or natural obstacles which, if triggered or encountered by or during physical presence on the ranges/training areas, could result in serious bodily injury or death to me; third, range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and my exposure to serious bodily injury, sickness, accident or death. I further understand that this activity may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones, and injuries associated with physical contact with other participants, and injuries from playing conditions, to include field conditions and the inherent dangers associated with environmental conditions.

Nonetheless, and in spite of my full knowledge of the risks involved in the above-named event, I EXPRESSLY AND KNOWINGLY, FREELY AND VOLUNTARILY, ACCEPT AND ASSUME ALL RISKS INVOLVED IN AND ASSOCIATED WITH ALL ASPECTS OF THE ABOVE-NAMED EVENT, AND AGREE TO HOLD HARMLESS THE UNITED STATES GOVERNMENT, THE DEPARTMENT OF DEFENSE, THE DEPARTMENT OF THE NAVY, THE UNITED STATES MARINE CORPS, AND THE MARINE CORPS BASE, QUANTICO.

Therefore, and in consideration of the privilege to attend and/or participate in the **Name of Group MCBQ Tour/Visit**. I, the undersigned person, do hereby, freely, voluntarily and intending to be legally bound, accept all risks associated with the above named event and waive any and all rights to any claims or demands or any other actions whatsoever, including those attributable to simple negligence, for damages, due to accident, injury, or my death resulting from my participation in the above named event, or any use I may make of Marine Corps Base, Quantico, or government equipment or facilities in furtherance of my participation in the **Name of Group Tour/Visit**, for myself, my spouse, my parents or guardians, heirs, executors, administrators of my estate, legal representatives or anyone else on my behalf, which I have against any of the following: The United States of America, the Department of Defense, the Department of the Navy, the United States Marine Corps, Marine Corps Base, Quantico, or any and all individuals assigned to or employed by the United States, to include but not limited to, the Secretary of the Navy, the Commandant of the Marine Corps, the Commanding General of the Marine Corps Combat Development Command, or the Commanding General of Marine Corps Base, Quantico, in both their official and personal capabilities, or any medical personnel assigned thereto, or their representatives, successors, or assigns.

I understand that the above language means I have abandoned any rights I may have, or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the federal government for any injury I may sustain because of my participation in or attendance of the above-named event that results in any damage whatsoever to my property, my person, or in my death. By signing this document, I acknowledge that the federal government, or any agency or employee thereof, is not liable for any injury I may sustain, to include death, as a result of my participation in the **Name of Group MCBQ Tour/Visit**. By signing this document, I effectively and comprehensively assume all risk associated with the above-named event. This document shall remain in effect and be held until notice of cancellation is received by the Commander, Marine Corps Base, Quantico.

Lastly, I understand that should I decline to execute this waiver of liability and agreement to hold harmless (not to sue for damages and reimburse the federal government for costs associated with a suit should anyone so sue), I will not be permitted to participate in or attend the above-named event on **Date**.

Printed Name & Signature of Participate/Attendee Date

Printed Name & Signature of Witness Date

AGREEMENT TO INDEMNIFY
By The QUANTICO YACHT CLUB
Held Aboard
MARINE CORPS BASE
QUANTICO, VIRGINIA

The signature at the bottom of this Agreement to Indemnify is a certification by the Quantico Yacht Club representative that every participant covered by this agreement has had his/her Waiver of Liability signed by their appropriate parent or legal guardian if that participant is under the age of eighteen (18), or signed by the participant if he/she is over the age of eighteen (18); and, that the Quantico Yacht Club representative has in his or her possession all individual participants' Waivers of Liability, available for inspection on demand. The Quantico Yacht Club understands that there are inherent risks involved in participation in sailboat racing, and that injury or death could arise from, but not limited to physical contact with other participants, physical exertion, or from playing conditions, to include field conditions. The Quantico Yacht Club understands that by signing this agreement, it expressly assumes any and all risks involved in the sailing race held aboard Marine Corps Base (MCB) Quantico, Virginia including, but not limited to, injury or death caused to participants, volunteers, or spectators, and any damage to property.

In consideration for the use of various open fields aboard MCB Quantico, Virginia, for the conduct of the sailing racing during the year 2023, the Quantico Yacht Club agrees to indemnify the United States Government, the United States Navy, the United States Marine Corps, its officers, military personnel, employees and agents, and all agencies and instrumentalities thereof, against any and all claims, whether for damage, loss, injury, or death, brought by any person, group, or organization, as a result of, or in connection with, the conduct of the Quantico Yacht Club sailboat racing.

_____ (*Insert full name of entity and event*) Authorized
Representative

SIGNATURE

PRINTED NAME

DATE