

WAIVER OF LIABILITY AGREEMENT – SWAMP ROMP

In consideration for me and/or my son/daughter to participate in The Marine Corps Community Service (MCCS) Swamp Romp on Marine Corps Base Hawaii, Kaneohe Bay (hereinafter called event), I hereby take the following actions for myself or anyone else who might claim or sue on my behalf:

(a) I acknowledge that the event includes running on a wide variety of surfaces, including water and mud, in a large crowd of participants, is an arduous test of a person’s physical and mental limits, and carries with it the potential for death by drowning or collision, serious injury, and property loss;

(b) I acknowledge that certain detrimental physiological changes may occur while I participate in the event, including, but not limited to heat exhaustion and stroke; abnormal heart beat; abnormal blood pressure; and, in rare instances, heart attack;

(c) I acknowledge that there may be other participants in the event and that their actions may be unpredictable;

(d) I certify that I am physically fit and have not been advised against participation in the event by a qualified health professional;

(e) I acknowledge as follows: (1) that I have read and understand all applicable MCCS facilities rules and agree to abide by them; (2) that I will obey all posted MCCS safety signs and will obey instruction of MCCS employees while participating in the event; (3) that I agree to follow safe procedures and to avoid unnecessary hazardous situations; and (4) that I have received the instruction from MCCS personnel necessary to participate in the event safely.

(f) I agree that, prior to participating in the event, I will inspect the event facilities, equipment, and areas to be used and, if I believe any are unsafe, I will immediately advise a person supervising the event;

(g) I assume all risks associated with the event, including, but not limited to adverse course conditions; falls; contact with other participants, effects of weather, defective equipment, water conditions, my personal physical condition; motor vehicles on the event course; and lack of hydration; and

(g) In connection with the event, I forever release from all liability under the Federal Tort Claims Act, acquit and discharge from all known obligations, losses, damages, liabilities, injuries, claims, demands, actions, causes of action and expenses, including without limitation, attorney’s fees and costs, the following persons or entities: United States Government including MCCS and the United States Marine Corps, and the employees, representatives and agents of the above.

I have read and fully understand the above Waiver of Liability Agreement. I understand that it is a binding legal document and agree to comply fully with its terms.

Signature of Participant:

Signature of Parent (if Participant under age Eighteen)

Date:

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