

21 JAN 2010

Format Of The Hold Harmless Agreement

## INFORMED CONSENT AND WAIVER OF LIABILITY

Assumption of Risk for (organization) Use of Government Ground Transportation

This is a voluntary release of liability and complete assumption of risk. I hereby release \_\_\_\_\_ (name of installation), hereinafter " \_\_\_\_\_ " (abbreviation of installation name), the United States Marine Corps, the Department of the Navy, the United States Government, and all agencies and instrumentalities thereof, its agents, officers, servants, and personnel (hereinafter "the government"), from any and all liability, claims, demands and actions whatsoever resulting from my presence on \_\_\_\_\_ (abbreviation of installation name), or my involvement in the \_\_\_\_\_ (name of organization/entity) \_\_\_\_\_ (type of ground transportation).

This release applies to myself, and to my parents, spouse, children, guardian, executors, future heirs, assigns, creditors, and administrators. This release of liability includes, but is not limited to claims based on negligence, both passive and active, of the government arising out of, or relating to any loss, damage, illness, death, or injury that may, be sustained while on \_\_\_\_\_ (abbreviation of installation name). This release also applies to all dangers inherently involved in the event in which I desire to participate. I understand that the risks involved in this activity include, but are not limited to, risks resulting from bus accidents or other such accidents associated with military ground transportation, equipment, terrain, my personal physical condition, vehicles, weather, exposure to the elements, other participants, and lack of hydration.

Known risks aboard military installations include, but are not limited to: (1) Injuries or death resulting from strenuous activities; (2) Injuries or death resulting from recreational activities; (3) High volumes of traffic by civilian and military vehicles; (4) Interactions with animals, both wild and domestic; (5) Significant distances from training and recreational areas to medical treatment facilities or hospitals; (6) Potentially hazardous training activities, including but not limited to, range firing, aircraft operations, hiking, land navigation over hazardous terrain, and field maneuvers; and (7) Hazards inherent to firing weapons, including, but not limited to, being wounded by errant projectiles, being injured by the target apparatus, and exploding ammunition or weapons.

I hereby authorize emergency medical treatment in the event of injury or illness. I also authorize trained health care providers, including, but not limited to physicians, nurses, nurse practitioners, and hospital corpsmen, to administer routine and/or emergency medicines and treatments, as needed.

Figure 2-1. Format of the Hold Harmless Agreement

I further state that I, \_\_\_\_\_, have carefully read the foregoing release, know the contents thereof, and sign this release as my own free act, on behalf of myself and/or my children or children for whom I am authorized to act as a legal guardian.

\_\_\_\_\_  
Date                      Signature of Releaser

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Figure 2-1. Format of the Hold Harmless Agreement