**PARTICIPANT ASSUMPTION OF RISK, RELEASE OF LIABILITY,**

**HOLD** **HARMLESS AND INDEMNIFICATION AGREEMENT**

**MARINE CORPS LOGISTICS BASE ALBANY**

The participant: ,

# [PRINTED NAME OF PARTICIPANT)

to include the parent or legal guardian on behalf of the participating minor child under eighteen years of age named above and herein, as well as upon all parties claiming by, though, for or on account of their relation to myself or my minor child, **do hereby consent that this agreement is binding, in** **terms of the following:**

***1. In consideration of the access, authorization, and privilege of participating in the event or activity, to include but not necessarily limited to: transportation to and from MCLB – Albany to Hilton Garden Inn – Conference Center, Albany, GA for "MARINE CORPS BALL" (hereinafter "EVENT'') and further recognizing the voluntary nature of my or my child's participation in this EVENT, I, the undersigned participant, parent or legal guardian, intending to be legally bound, hereby waive, release, forever discharge and indemnify for me or my minor child, to include any applicable guardians, heirs, executor, administrators, legal representatives and any other persons on my or my child's behalf, any and all rights and claims/or damages, demands, and any other actions whatsoever, including those attributable to simple negligence, which they may have against any of the following persons or entities: the United States Government; the Department of Defense; the Department of the Navy; the United States Marine Corps; MCLB-A; any and all individual assigned to or employed by the United States, in both their official and personal capacities; including any medical support personnel assigned there to; and these persons' or entitles' representatives, successors, and assigns.***

# Furthermore:

1. I acknowledge that participation in the EVENT entails known and unanticipated risks which could result in physical damage or emotional injury*,* including possible paralysis or death to me or my child, to property, or to third parties. I understand that such risks simply cannot be eliminated due to the inherent circumstances of the event or activity.
2. I expressly agree and accept and assume on me or my minor child's behalf all the risks existing in this EVENT. My or my minor child's participation is purely voluntary and authorized to participate even considering the risks.
3. On my or my minor child's behalf, I hereby voluntarily waive, release, forever discharge and agree to indemnify and hold harmless the entities named above from all claims, demands, or causes of action, which are in any way connected with me or my minor child's participation in the EVENT. I acknowledge that this includes claims which allege negligent act or omissions of the United States Government or all individuals assigned to or employed by the United States Government.
4. Should the United States Government or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for an such fees and costs.
5. I certify that my minor child or I has/have adequate insurance to cover any injury or damage which may arise while participating in the EVENT, and/or I agree to bear the cost of such injury or damage myself.
6. I have had sufficient opportunity to read this entire one page document. I have read and understood it, and I agree to be bound by its terms.
7. I understand that this assumption of risk agreement shall remain in effect until notice of cancellation is received by the Commanding Officer, or designee, of Marine Corps Logistics Base, Albany, Georgia. I also understand, should I decline to execute this agreement, that my child or I may not be permitted to participate in the EVENT.

***SIGNATURE OF PARTICIPANT – IF 18 YEARS OFAGE OR OVER Date:***

***SIGNATURE OF PARENT OR GUARDIAN - OF A MINOR***

***PRINTED NAME OF PARTICIPANT - IF 18 YEARS OF AGE OR OVER PRINTED NAME OF PARENT OR GUARDIAN - OF A MINOR***