

**USCG ACTIVITIES/FACILITIES WAIVER, RELEASE AND INDEMNIFICATION**

**PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

THE UNDERSIGNED, and if under the age of 18 years, his or her parent or legal guardian, in consideration of participation in Coast Guard athletic activities or facilities use:

1. **HEREBY RELEASES, WAIVES, AND COVENANTS NOT TO SUE** the United States, its members, employees, agents, representatives, and those governmental agencies affiliated with this activities, to include the U.S. Coast Guard (the Releasees), FROM ALL LIABILITY to the undersigned, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, and any claim or demands on account of injury to the person or property or resulting death of the undersigned arising out of or related to the activities, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, it being specifically understood that said activities or facilities use include risks associated with physical activities participation, including but not limited to, musculoskeletal injuries, heart attacks, strokes, loss of consciousness or drowning which could result in physical or emotional injury, paralysis, death or damage to persons or property. Initials \_\_\_\_\_

2. **HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS** the Releasees FROM AND AGAINST ANY LOSS, LIABILITY, DAMAGE, OR COST THAT SUCH RELEASEES MAY INCUR AS A RESULT OF SUCH CLAIM, including but not limited to attorneys' fees or other costs of litigation, whether caused by the releasees, participant or otherwise. Initials \_\_\_\_\_

3. **HEREBY ACKNOWLEDGES THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ATHLETIC PROGRAMS PARTICIPATION AND FACILITIES USE** AND FREELY ACCEPTS AND FULLY ASSUMES ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. The undersigned, also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the releasees. Initials \_\_\_\_\_

4. **HEREBY CERTIFIES** that I or my child is physically fit and of sound health to participate in the activity or facility use and that I assume the risk of aggravating any pre-existing medical or physical condition that I or my child may have and I voluntarily elect to participate in the activity or facility use, including but not limited to, all swimming activities. Initials \_\_\_\_\_

5. **HEREBY AGREES** that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. It is further understood that this agreement may be used as evidence of my intent to release and waive liability in a court of law. Initials \_\_\_\_\_

6. **HEREBY ACKNOWLEDGES** that I have read this release and waiver of liability, assumption of risk and indemnity agreement and fully understand its terms. I understand that I AGREE TO GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I understand this means that I AGREE TO NOT SUE ANYONE if I or my child are injured, killed or sustain property damage, EVEN IF SUCH INJURY, DEATH, OR PROPERTY DAMAGE IS CAUSED BY SOMEONE'S NEGLIGENCE and I HAVE SIGNED FREELY AND VOLUNTARILY without any inducement, assurance or guarantee being made to me and I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY. Initials \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and phone no. \_\_\_\_\_

If signing for minor, print minor's name \_\_\_\_\_