



## Fitness and Sports Hold Harmless Agreement

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ GENDER: ☐ MALE ☐ FEMALE

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

☐ I would like to be added to the fitness center distribution list

RANK: \_\_\_\_\_ COMMAND: \_\_\_\_\_

### CHECK ONE:

☐ ACTIVE DUTY ☐ RESERVIST ☐ RETIRED MIL ☐ MILITARY DEP ☐ DoD CIV  
☐ CONTRACTOR ☐ OTHER \_\_\_\_\_

### IMPORTANT: THIS IS A LEGAL DOCUMENT

**Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.**

Navy Morale, Welfare and Recreation (MWR) Naval Support Activity South Potomac (NSASP), to include both Naval Support Facility Indian Head (NSFIH) and Naval Support Facility Dahlgren (NSFDL), and its staff have done everything possible to assure that our patrons experience a rewarding experience. We wish to inform our patrons that participating in fitness and sport activities is not risk free. The same elements that contribute to the unique character and fun of fitness and sports can cause loss or damage to equipment, and injury, illness or in extreme cases, permanent trauma or death to the participant or others under his or her supervision. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

### ACKNOWLEDGMENT OF RISK

I \_\_\_\_\_ (name of participant) hereby acknowledges that I have voluntarily chosen to participate in the Navy MWR Fitness and Sports Program (hereinafter called "program") through NSASP. I am participating in the program with the knowledge of the risks involved and hereby agree to accept any and all inherent risks including, but not limited to temporary or permanent muscle soreness, sprains, strains, cuts, abrasions, bruises, ligament and/or cartilage damage, head, neck or spinal injuries, loss of use of arms and/or legs, eye damage, disfigurement or even death. I also recognize that there are both foreseeable and unforeseeable risks of injury that may occur as a result of participating in this program. Furthermore, I recognize that participation in the program involves activities and risks incidental thereto, including but not limited to, travel to and from competitions, practices, and other related activities, limited availability of medical assistance and the possible reckless conduct of other participants.

This list is not an exclusive or exhaustive list of possible injuries, trauma, or accidents that may occur as a result of participating in this program. Most of these injuries are rare and not likely to occur. However, they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are not physically able to undertake these activities.

Information shall not be disclosed, discussed or shared with individuals unless they have a direct need-to-know in the performance of their official duties. These sheets may contain personal or privileged information and should be treated as "For Official Use Only." Unauthorized disclosure of this information may result in civil and criminal penalties. If you are not the intended recipient or believe that you have received this document(s) in error, do not copy, disseminate or otherwise use the information and contact the owner/creator or your Privacy Act officer regarding the document(s). (DoD Directive 5400.11, Department of Defense Privacy Program, November 16, 2004.)

## CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that I am fully capable of participating in the Navy MWR Fitness and Sports Program at NSASP. I have read the above statement on some of the possible risks associated with participating in the Navy MWR Fitness and Sports Program. Therefore, I assume full responsibility for myself, for bodily injury, death and loss of personal property and any expenses as a result of my negligence or the negligence of Navy MWR Department, NSASP and its staff. I also understand that Navy MWR Department NSASP reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of using this facility.

I agree to indemnify and hold harmless Navy MWR, Navy MWR Department NSASP and its staff, and the U.S. Navy, and its members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in this program. I further agree to release, acquit and covenant not to sue Navy MWR, Navy MWR NSASP, NSASP staff, and the U.S. Navy, and its members, agents and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Navy MWR Department NSASP and its staff or my family, myself, or my heirs, against Navy MWR Department NSASP arising out of participation in this program. In short, I cannot sue Navy MWR, Navy MWR Department NSASP, NSASP and its staff, and the U.S. Navy or its members, agents and employees, and if I do, I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be governed under the Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, which ever is applicable. As liquidated damages, I hereby agree that if Navy MWR Department NSASP is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf; accordingly, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I authorize and release to Navy MWR Department NSASP and its staff the use of my image in any photograph or video recording for any purpose of Navy MWR Department NSASP.

I have adequate health, disability and life insurance for my family and myself. I hereby give permission for transportation to any medical facility or hospital, and I authorize for any guide, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or AIDS status, in the possession of Navy MWR Department NSASP to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against Navy MWR Department NSASP and its staff or any health care provider, hospital, doctor, nurse, or first aid provider for the release of this medical information including my HIV or AIDS status.

I, \_\_\_\_\_, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

[\_\_] I affirm that I am of lawful age and legally competent to sign this waiver, or that I have acquired the written consent of my parent or guardian.

**I have read and understood this agreement.**

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINT NAME

### IN CASE OF EMERGENCY PLEASE CONTACT :

NAME: \_\_\_\_\_

RELATIONSHIP : \_\_\_\_\_

PHONE : \_\_\_\_\_

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