



# LIABILITY WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT FOR MWR BATTLE CREEK

Event: \_\_\_\_\_

Participant acknowledges that Participant has voluntarily chosen to participate in the event and recognizes that participating has certain risks, inherent and otherwise, that cannot be completely eliminated. Participant acknowledges that these risks have the potential to cause loss, damage and destruction to equipment and personal property, cause accidental injury and illness, and in extreme cases permanent trauma, disability, or death. Participant further acknowledges that participation in this event is voluntary and not required and agrees to abide by and follow all rules, guidance, and instructions related to the event.

In consideration for participation in the event, Participant, including Participant's heirs and assigns, hereby voluntarily agrees to release, hold harmless and indemnify the United States Government; Department of Defense; Defense Logistics Agency; DLA Installation Management Battle Creek Morale, Welfare and Recreation; and their respective agencies, instrumentalities, officers, agents, employees, and assigns (collectively, Covered Parties) against all suits, actions, claims, demands, causes of action arising or resulting from participating in the event or costs of any kind, including attorney's fees, liabilities, or damages, which Covered Parties may be subject to for damage or injury arising out of participation in the event, including claims which may be brought by third parties.

Participant grants permission to the Covered Parties to use media of Participant for the purpose of education and publicity of the Covered Parties and/or the event without further permission. The forms of media include, but are not limited to, photographs; video; audio recordings; social media such as Facebook and Twitter; and the Covered Parties' respective websites. Participant has listed below any exceptions to this express permission; if none, write "None."

EXCEPTIONS: \_\_\_\_\_

Should any part or provision of this agreement be declared by a court of competent jurisdiction unenforceable or invalid as a matter of law, the remaining parts or provisions shall remain in full force and effect and the promises and covenants Participant has made herein enforced against Participant to the fullest extent possible, as if the unenforceable or invalid provision had not existed. No part of this agreement shall act as a waiver of any defense Covered Parties may have in law or equity, to any suit, action, claim, demand, or cause of action.

IN SIGNING THIS AGREEMENT, PARTICIPANT ACKNOWLEDGES AND REPRESENTS THAT Participant has read and understands the agreement, and signs it voluntarily. Participant further acknowledges that no oral representations, statements, or inducements, not set-forth herein, have been made. Participant certifies that Participant is at least eighteen (18) years of age, fully competent, and executes this agreement intending to be bound by the same.

\*Current Federal employees do not waive their rights under the Federal Employees' Compensation Act. Employees need to be in duty status (e.g., admin leave, Fitness Time).

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PARTICIPANT'S NAME (PRINTED)

\_\_\_\_\_  
DATE