

PARTICIPATION, ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY  
AGREEMENT FOR QUANTICO MCCS YOUTH SAILING PROGRAM

I, the parent/legal guardian of \_\_\_\_\_ (hereinafter “Participant”), do hereby give my permission for his/her voluntary participation in the Quantico Marine Corps Community Services (MCCS) Youth Sailing Program (hereinafter “Event”), and acknowledge that the Event will take place primarily on the Potomac River and involves the use of sailboats and, and as needed, the use of personal watercraft<sup>1</sup> (e.g., kayak, canoe, or paddleboard).

**In consideration for Participant being able to take part in the Event, I make the following acknowledgements and promises:**

**ACKNOWLEDGMENT OF RISK.** I knowingly, willingly, and voluntarily acknowledge the Event involves inherent and special risks and dangers to Participant including, without limitation, the potential for bodily injury (e.g., bruises, sprains, and abrasions); serious bodily injury (e.g., broken bones, head, or neck injuries); sickness, trauma, pain & suffering (e.g., communicable disease – COVID19; exposure due to weather and water); permanent disability, paralysis, and death by drowning or other causes; loss of or damage to personal property; changing weather, water, and tide conditions; hidden/unforeseen obstacles in the water; overturning; accidents involving other participants, Event staff; contact or collision with other participants or natural or manmade objects; and other undefined, not readily foreseeable and presently unknown risks and dangers (collectively, “Risks”).

**ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY.** My signature below is a voluntary assumption of all Risks associated with participation in this Event. Furthermore, I agree to indemnify, waive, release, hold harmless and forever discharge (collectively, “Release”) the United States (“U.S.”) Government, the U.S. Marine Corps, Marine Corps Community Services (“MCCS”), its employees, agents, contractors and volunteers, (collectively, “Releasees”) and any other individuals or entities connected in any way to the Event from any and all claims for damages, death, personal injury or property damage, to include litigation costs/attorney fees, arising from or contributed to, in whole or in part, by any act, omission, fault or mistake of the above-named persons or entities and their employees or agents, resulting from participation in the Event. It is my intent and desire that this release will be binding for myself and Participant, his/her heirs, executors, administrators or assignees, that in the Event any claim for personal injury, illness, property damage or wrongful death shall be brought against the Releasees, the Participant, his/her heirs, executors, administrators shall indemnify and hold harmless the same Releasees from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

**TRANSPORTATION DURING EVENT.** MCCS may provide transportation to participants when reasonably required to expedite the Event. I understand that in transporting Participant, MCCS is not acting as a common carrier for hire and does not bear the liabilities attaching to that

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<sup>1</sup> Participants of the MCCS Youth Sailing Program will be using personal watercraft in the event that weather does not yield good sailing conditions but remains safe for the use of small personal watercraft. Personal watercraft will be launched from the Quantico Marina into the Potomac River and restricted to the surrounding area of the Marina.

status. The Release provided above applies to M CCS provided transportation services provided to Participant.

**RULES AND REGULATIONS.** I acknowledge that Participants must follow all M CCS rules, regulations, and policies (collectively “rules”) associated with the Event, and follow instructions by M CCS staff and those acting on behalf of M CCS. Failure to follow the rules or instructions may result in removal from the Event without refund of paid fees.

**PICK-UP AFTER EACH EVENT-DAY.** I acknowledge that M CCS Event staff have no responsibility for the supervision of Participant at times other than during scheduled Event activities. At the end of each Event day, I am responsible to be present to pick up Participant. Alternative pick-up arrangements, if any that apply to Participant at the conclusion of each Event day are as follows:

*I authorize Participant to depart on his/her own \_\_\_\_\_  
Parent/guardian signature*

*I authorize the following individual(s) to pick up Participant:*

*Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_*

**PARTICIPANT HEALTH REQUIREMENT.** I acknowledge that: (1) Participant must be in good health and physically able to participate, and has not been advised by a qualified medical professional against strenuous activity; (2) It is my responsibility to notify M CCS and/or Event personnel if Participant is not in good health, or if a health or other condition would affect his/her ability to participate; and (3) that M CCS will contact emergency medical services in the case of a medical emergency involving Participant.

**PHOTOGRAPHY & VIDEO TAPING.** M CCS may photograph or video-tape the Event for M CCS purposes to include marketing its services. I [do] [do not] give permission for the use of Participant’s image and/or likeness relating to participation in the Event for official M CCS purposes. Permission includes waiving all rights to any future compensation to which Participant may otherwise be entitled as a result of the use of Participant’s name or likeness.

**COMPLETE AGREEMENT AND SEVERABILITY CLAUSE.** This multi-part Agreement represents the complete understanding between the M CCS, Parent/Legal Guardian, and Participant regarding Event participation. No oral representations, statements, or inducements were made apart from this Agreement. If any language/provision contained in this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the rest of this Agreement and shall in no way affect, impair, or invalidate any other provision.

By signing this Agreement, I acknowledge that I have read and understand the terms of the Agreement, and I hereby voluntarily and knowingly assume all such Risks on behalf of Participant. I accept responsibility for any damages, injury, liabilities, losses, or expenses that are attributable to Participant’s acts or omission during the Event. Furthermore, my signature is

an acknowledgment I have talked with Participant about both Event risks and the need to follow the rules and instructions.

Participant's Age \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Legal Guardian      Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

**PRIVACY ACT STATEMENT**

In accordance with the Privacy Act of 1974, as amended, this notice informs you of the purpose for collection of information on this form. **Authority:** 10 USC 5013, Secretary of the Navy; 10 USC 5041, Headquarters, U.S. Marine Corps; MCO P1700.27B, Marine Corps Community Services Policy Manual. **Purpose:** The information collected in this System is used to record patron acknowledgment and agreement to terms of services, identify and contact patron, for billing and collection of accounts. **Routine Uses:** To various officials outside the Department of Defense (DoD) specifically identified as a Routine Use in the Privacy Act System of Records Notice NM01700-1. Additionally, information may be shared outside of DoD pursuant to the blanket routine uses established by DoD Privacy Office that apply to all DoD Privacy Act Systems of Records. **Disclosure:** Providing information on this form is voluntary, but failure to provide the requested information may result in denial for participation in the MCCS Youth Sailing Program.