

**INFORMED CONSENT AND RELEASE FROM LIABILITY**

In consideration for allowing me or my child (Participant) to participate in MCCA Swim Program activities and to use facilities and equipment at the Marine Corps Community Service (MCCA) Pool at Marine Corps Base (MCB) Hawaii (hereinafter called, "the event,") I hereby take the following actions for Participant, executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on Participant's behalf:

- (a) Participant acknowledges that the event can be an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss;
- (b) Participant certifies as follows: (1) that Participant is properly equipped for the event and will at no time participate in the event without proper equipment; (2) that Participant is physically fit and able to participate in the event; have reported all unusual medical conditions to MCCA; and (3) that Participant has not been advised against participation in the event by a qualified health professional.
- (c) Participant certifies that Participant will not participate in the event while under the influence of drugs or alcohol;
- (d) Participant acknowledges as follows: (1) that Participant has read and understands all applicable MCCA facilities rules and agrees to abide by them; (2) that Participant will obey all posted MCCA safety signs; (3) that Participant will obey instruction of authorized coaches while participating in the event; (4) that Participant agrees to follow safe procedures and to avoid unnecessary hazardous situations; and (5) that Participant has received the instruction from MCCA personnel necessary to participate in the event safely.
- (e) Participant agrees that, prior to participating in the event, Participant will inspect the facilities, equipment, and areas to be used and, if he/she believes any are unsafe, Participant will immediately advise a person supervising the event;
- (f) Participant assumes all risks associated with the event, including, but not limited to, death; drowning; concussion; neck/spinal trauma; broken bones; loss of teeth; loss of vision; dehydration; heat stroke; muscle pulls; cramps; sprains; strains; cuts; bruises; mental anguish; trauma; exhaustion; heart attack; cardiovascular illness as a result of accidental or intentional falls or contact with other people and their equipment; contact with facility equipment; defective equipment; effects of weather including heat or humidity; terrain; personal fitness level; and lack of hydration;
- (g) In connection with the event, Participant forever releases, acquits and discharges from all known obligations, losses, damages, liabilities, injuries, claims, demands, actions, causes of action and expenses, including without limitation, attorney's fees and costs, the following persons or entities: United States Government; MCB Hawaii, MCCA, and all volunteers, officers, directors, employees, representatives and agents of the above;
- (h) I further grant full permission to the United States Marine Corps and Marine Corps Community Services to use any photographs, social and digital media taken by MCCA of me (or my child) for any purposes. I understand that I do not own the images and no further payments are due to me in regards to them.

Printed Name of Participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent if Participant Under 18 \_\_\_\_\_ Date \_\_\_\_\_

