

**RELEASE AND WAIVER OF LIABILITY
UNITED STATES NAVAL ACADEMY**

This Release and Waiver of Liability (the "Release") is executed on the date below, by the undersigned participant (the "Participant") in favor of the United States of America, its agents, officers, and employees, including their successors and assigns (collectively, the "Government"). The Participant desires voluntarily to engage in the activities of Sailing, Flying, Physics/Chemistry Lab Demonstrations, Aeronautical/Electrical Engineering Lab Demonstrations, Wave Tank, Navy Ships, Leadership Reaction Course, Obstacle Course and any other activities participated in and coordinated at the United States Naval Academy, Annapolis, Maryland (the "Premises"). Participant will use the Premises gratuitously for recreational purposes and no fee or payment of money is associated with this use.

Waiver and Release: The Participant does hereby and forever discharge and hold harmless the Government from any and all liability, claims, and demands of whatever kind or nature, arising out of or in any way related to the Participant's use of the Premises. The Participant understands that this Release discharges the Government from any liability or claim that the Participant may have, now or in the future, against the Government with respect to any personal injury, illness, death, or property damage/loss that may result from the Participant's use of the Premises, whether caused by the negligence of the Government, other Participants, or otherwise. Participant agrees to refrain from prosecuting or assisting in the prosecution of any demand, claim, or suit against the Government for any loss, damage, injury or death that may occur from any cause whatsoever as a result of participation in this activity. Participant expressly agrees that this Release shall be as broad and inclusive as permitted by the laws of the State of Maryland, and that this Release shall be governed by and interpreted per the laws of the State of Maryland. If any portion of this Release is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Assumption of the Risk: The Participant understands that the use of the Premises will include demanding activities that are inherently dangerous for the Participant, including, but not limited to, rope abrasion, entanglement, and other injuries resulting from activities on or near the Premises, such as, but not limited to, jumping, falling, climbing, lifting, assisting others, handling of materials (such as timber, pipe, or rope), belaying, rappelling, lowering on rope, rescue systems and efforts, any rope techniques, injuries resulting from falling participants, chemicals, electricity, water/ocean/bay, gear or equipment, and failure of any part of any structure or appurtenances. The Participant agrees to be briefed regarding the use of the Premises, and will abide by all safety policies, guidance and warnings incident to use of the Premises. The Participant certifies that he or she is in good health and possesses no physical limitation that would preclude safe use of the Premises. The Participant expressly and specifically assumes the risk of injury, illness, and death or property damage/loss resulting from the activities associated with the use of the Premises. Participant acknowledges that incurred injuries may be compounded or increased by negligent rescue operations or procedures of the Government and agrees that this Release extends to all negligence by the Government, including negligent rescue operations.

IN WITNESS WHEREOF, this instrument is executed at the state of _____,
this _____ day of _____, in the year 20_____.

Student Name Telephone including area code

Adult, Parent or Guardian Signature Participant Name (Print Clearly)

Participant Address

Witness Signature Witness Name (Print Clearly)