



Patrick Space Force Base Outdoor Recreation
Assumption of Risk and Liability Waiver

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The scope of this assumption of risk and liability waiver shall be construed broadly to provide release and waiver to the maximum extent permissible under applicable law.

In consideration of the permission granted to me to participate in the activity/activities of:

(Name of activity/activities)

I represent that I understand the physical nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in said activity. **I acknowledge that if I believe activity conditions are or become unsafe, I will have the ability to immediately discontinue participating in the activity and will do so of my own accord.**

I fully understand that this activity is physically and mentally demanding and that this activity involves risks of permanent catastrophic bodily injury including permanent disability, paralysis, and/or death that may be caused by my own actions or inactions, those of others participating in the event or the conditions in which the event takes place; and that there may be other risks not known to me or not readily foreseeable at this time.

I hereby consent to receive necessary medical treatment in the event of injury, accident, and/or illness during this activity/activities.

With full understanding of the terms above, I hereby agree to assume all risks involved. I agree not to sue and to forever release, hold harmless, indemnify and defend the United States Government, Patrick Space Force Base Outdoor Recreation staff, Non-Appropriated Funds Instrumentalities and/or any other United States Government agency, organization, its officers, members, agents or employees from any and all liability, claims, demands, losses or damages in any way related to my use of the Patrick Space Force Base Outdoor Recreation facilities or my participation in Outdoor Recreation activities. I know, understand and agree that I am freely assuming the risk of personal injury or death, as well as any property damage, loss, or destruction that may result while participating in Outdoor Recreation activities including such injuries, death, damage, loss or destruction that may be caused by the negligence of the United States Government.

If I, my heirs, administrators, executors or assigns should demand, claim, sue, or aid in any way such demand, claim, or suit, I agree for myself, my heirs, administrators, executors, and assigns to forever indemnify the United States Government for all damages, expenses and costs it may incur as a result thereof.

I understand and agree that any equipment I am renting is being rented **as is** in order to participate in the activity. I understand that while the equipment is in my possession, **I am solely**

responsible for the equipment rented to me. I agree to be held liable for any and all damages or loss of equipment that is caused by my negligence, willful misconduct, dishonesty or fraud.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THE POSSIBLE HAZARDS AND I AM FULLY AND VOLUNTARILY WAIVING ALL LIABILITY THAT MAY ARISE BY REASON OF THIS PARTICIPATION AFTER FULL CONSIDERATION OF THE RIGHTS I AM WAIVING. THIS WAIVER IS IN CONSIDERATION OF MY BEING ALLOWED TO PARTICIPATE IN THE PATRICK AIR FORCE BASE OUTDOOR RECREATION ACTIVITIES.

Printed Name

Date

Signature

If participant is under the age of eighteen (18) years, please provide parental consent below:
The undersigned parent, natural guardian or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and forever hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any defect or lack of such capacity to so act; and to release said parties on behalf of the minor and the parties or legal guardian.

Printed Name of Minor/Date

Printed Name and Signature of Parent or Legal Guardian/Date