

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

Participation in the use of the Naval Special Warfare Center (NSWC) Combat Swimming Facility is not risk free. The same elements that contribute to the unique character of the NSWC Combat Swimming Facility such as physical exertion can cause loss or damage to equipment, and injury, illness, or in extreme cases, permanent trauma or death to participants. You are on notice and understand in advance of what to expect, and are informed of some of the possible risks. Please read this, sign it, and return to a NSWC Detachment Little Creek representative before using the NSWC Combat Swimming Facility.

NSWC COMBAT SWIMMING FACILITY ACKNOWLEDGEMENT OF RISK

Swimming and various water activities can be hazardous activities. The obvious accidents that occur in participating in swimming and water activities are drowning. Injuries may also be caused by falling on the pool deck, kicking and hitting from other swimmers, and hitting the side or bottom of the pool during activities. The Combat Swimming Facility is periodically inspected for damage and dangerous conditions, however, due to consistent use of these facilities by numerous organizations, hazardous conditions may at times be present. These hazards may contribute to injuries.

All swimmers must be able to swim and be familiar with water safety. **Lifeguards are not provided at the Combat Swimming Facility.** Each organization that uses the Combat Swimming Facility is required to provide a CPR and lifeguard certified adult to supervise water activities. Although copies of certification are required before any organization can use the facilities, NSWC does not affirm that these individuals can perform these duties on a professional level. It is your duty to ensure that you have the proper knowledge, equipment, and experience to use the Combat Swimming Facility.

You may incur cuts, bruises, strains/sprains, blisters, and fractures from training in the Combat Swimming Facility.

The list of possible accidents stated above may inflict bodily injury, disease, strains, fractures, partial and/or total paralysis, other ailments that could cause serious disability, or death. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma, or accidents that may occur while using the Combat Swimming Facility.

Serious injuries, such as paralysis and death, are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the Combat Swimming Facility.

PLEASE READ NEXT PAGE

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that I, or my minor child (ren), are fully capable of participating in the NSWOC Combat Swimming Facility. I state that I have read the above statement on some of the possible risks associated with the NSWOC Combat Swimming Facility. Therefore, I assume full responsibility for myself, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my sponsors, negligence of another participant in the NSWOC Combat Swimming Facility, or negligence of the U.S. Government and/or its officers and employees. I also understand that NSWOC reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating on the obstacle course. I, or my minor child (ren), am in good physical condition and able to undertake the NSWOC Combat Swimming Facility.

I agree to indemnify and hold harmless the U.S. Government and/or its officers and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from my, or my minor child(ren), participation in the NSWOC Combat Swimming Facility. I further agree to release, acquit, and covenant not to sue the U.S. Government and/or its officers and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of NSWOC and its staff, members, agents and employees or myself, or minor child(ren) or my heirs, against NSWOC arising out of participation in the NSWOC Combat Swimming Facility. In short, I cannot sue the U.S. Government and/or its officers and employees, to include, NSWOC, and its personnel and staff, and the U.S. Navy and its members, agents and employees and if I do, I cannot collect any money.

I agree that the site of any lawsuit and the law governing any such lawsuit shall be governed under the Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, which ever is applicable. The terms of this agreement shall continue to be in effect after use of the NSWOC Combat Swimming Facility has ended.

As liquidated damages, I hereby agree that if NSWOC is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, accordingly, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit, or litigation.

PLEASE READ NEXT PAGE

Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I have adequate health, disability and life insurance for my minor child or myself.

I hereby give permission for transportation to any medical facility or hospital, and I authorize for any instructor or medical personnel to render necessary emergency medical care for my minor child or myself.

I, _____, of my own free will, for my family, my minor child, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, or my minor child this _____ day of _____ 2008.

[] By checking this box, I indicate that I, or my minor child, do not have any medical conditions that would prevent my, or my minor child's participation in the NSW Combat Swimming Facility.

I have read and understood this agreement.

PARTICIPANT SIGNATURE

SIGNATURE OF PARENT/GUARDIAN
If participant under 18

PRINTED NAME PARTICIPANT

PRINTED NAME PARENT/GUARDIAN

Phone: () _____

In case of emergency please contact:

Name:

Phone:

I carry medical insurance. Yes _____ No _____ Group Insurance: _____

Name of Provider: _____