



#### GENERAL USE INFORMED CONSENT, WAIVER AND RELEASE FROM LIABILITY

In consideration for allowing my child to be a guest at the Marine Corps Community Service (MCCS) Swimming Pools aboard Marine Corps Air Station, Miramar, California from \_\_\_\_\_ until \_\_\_\_\_, as the parent I hereby take the following actions for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on the participant's behalf:

- (a) I certify that my child is physically fit and has not been advised against participation in the utilization of an aquatic facility;
- (b) I agree that my child, prior to participating, will inspect the facilities, equipment, and areas to be used and, if they believe any are unsafe, they will immediately advise the sponsor of the event.
- (c) I assume all risks associated with the use of the Swimming Pool, including, but not limited to, contact accidentally or intentionally inflicted by other participants; falls; wet floors/deck; defective equipment; the condition of the premises; hazards posed by volunteers or the participants own negligence.
- (d) In connection with using the Swimming Pools, I forever release, acquit and discharge 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, United States Marine Corps, MCAS Miramar, MCCS, and all volunteers, officers, directors, employees, representatives and agents of the above;
- (e) In connection with the event, I agree not to sue any of the persons or entities mentioned in paragraph (d) above for any of the claims, losses or liabilities that I have waived released and discharged therein;
- (f) In connection with the use of the Swimming Pools, I indemnify and hold harmless the persons or entities mentioned above in paragraph (d) above from any and all claims made or liabilities assessed against them as a result of:
  - (I) the participants actions or inactions;
  - (II) the actions, inactions or negligence of others including those parties hereby indemnified;
  - (III) the conditions of the facilities, equipment, or areas where the event or activity is being conducted;
- (g.) In connection with the usage of the Swimming Pools, I hereby authorize emergency medical treatment in the event of injury or illness. I also authorize trained health care providers, including, but not limited to physicians, nurses, nurse practitioners, and hospital corpsmen to administer routine and/or emergency medicines and treatments, as needed.

I certify that I represent and warrant that I am the parent or legal guardian of the participant named below, that I am of legal age and that I have read all the provisions of this informed consent; waiver and release from liability form and fully understand all of the same. If any provisions contained in this informed consent and waiver of liability form are held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this informed consent and waiver of liability agreement form and shall in no way affect, impair or invalidate any other provision herein contained.

Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian of Participant: \_\_\_\_\_ Printed Name \_\_\_\_\_

(If participant is under the age of 18 years old)

Contact Phone Number: \_\_\_\_\_