

WAVE TIME:

EMAIL:

**WAIVER OF LIABILITY, INDEMNIFICATION, HOLD HARMLESS AGREEMENT, AND AGREEMENT TO NOT SUE FOR PARTICIPATION IN THE DEFENDERS OF LIBERTY MUD RUN ON MISAWA AIR FORCE BASE**

- 1. The Parties.** This Release and Hold Harmless Agreement ( “Agreement”) is between I, \_\_\_\_\_, the undersigned, for my heirs, administrators and assigns, and Misawa Outdoor Recreation, 35th Force Support Squadron (35 FSS), 35th Fighter Wing, Misawa Air Base, the Department of Defense (DoD), and the United States, their officers, servants, agents, employees, volunteers, and sponsors, and any other associated persons or entities (“the Releases”).
- 2. Scope.** I, on behalf of myself, my estate, heirs, executors, administrators and assigns, do hereby expressly hold harmless and indemnify the Releasees from and against any and all claims, suits, demands, actions, liens, rights, subrogation or contribution interests, debts, liabilities, judgments, costs, attorney’s fees, or causes of action for damages, including property, costs, loss of service, expense or compensation for or on account of any damage, loss, or personal injuries-including death that may be sustained by me or any other person with my custody, which may be caused by the negligence of the Releasees alone, or any other party or any combination of parties, arising out of, claimed on behalf of, or in any manner in connection with, or resulting from the use, operations, and/or training associated with the Defenders of Liberty Mud Run (“Mud Run”). This includes, but is not limited to, claims or suits filed under the Federal Tort Claims Act or any other statutes addressing personal injury or property loss.
- 3. Assumption of Risk.** I am aware of the risks and hazards connected with (my) (my child’s) participation in such activities, including the risks of injuries which cause death, and I hereby elect voluntarily to (participate in) (permit my child to participate in) said activities, knowing that the activities may be hazardous to (myself,), (my child), and my property. I voluntarily assume full responsibility for any and all risks—known or unknown—or loss, property damage, or personal injury, including death, that may be sustained by me or my property I own as a result of being engaged in the Mud Run that is caused by the negligence of the Releasees. I agree to abide by all safety measures and follow the directions of 35 FSS leadership and the instructions of those charged with running the Mud Run.
- 4. Indemnity.** I further hereby agree to indemnify and hold harmless the Releasees for any loss, liability, damage or costs, including court costs and attorney’s fees, that may be incurred due to (my)(my child’s) participation in said activities.
- 5.** It is my express intent that this Agreement shall similarly bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am

deceased, as it does me, and shall be deemed as a release, waiver, discharge, and covenant not to pursue action against the Releasees.

6. In signing this waiver of liability and hold harmless agreement, I acknowledge and represent that I have read and understand the foregoing provisions; that I sign this Agreement voluntarily as my own free will; that no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; that this two-page document constitutes the full agreement between me and the Releasees; that I am at least eighteen (18) years of age and fully competent; and I execute this agreement for full, adequate and complete consideration fully intending to be bound by the same.

---

Participant's Signature

---

Parent or Guardian Signature

---

Participant's Full Name

---

Parent or Guardian Full Name

---

Date

---

Date