

**MARINE CORPS BASE QUANTICO
MARINE CORPS COMMUNITY SERVICES
HOLD HARMLESS AGREEMENT
RELEASE OF CLAIMS AND WAIVER OF LIABILITY**

I, _____(print name), am about to participate in a mountain bike race held on MCB Quantico trails on June 27, 2009 or on August 23, 2009.

I verify that I have full knowledge of the rigors of this sporting event and the risks involved in participation, including those associated with physical exertion and strain such as muscle sprains, tendon pulls, dislocation of joints, and broken bones; physical injuries associated with contact sports and competition, including internal damage to organs that may be serious and/or life threatening; and injuries resulting in or worsened by environmental conditions ranging from extreme temperatures to high pollen counts. I am physically fit and have sufficiently trained and prepared to participate in this event without unduly endangering myself or other participants.

In consideration of the privileges to participate in the events indicated above, I the undersigned, intending to be legally bound, waive and release for myself, my heirs, executors, administrators, and assigns, all liability for damages or injury that I may incur from participation in the scheduled Mountain Bike events aboard MCB Quantico and any and all rights, claims, demands and other actions which I would otherwise have as a result of my participation in these events. This waiver of liability and release of claims extends to the following entities, their agents, employees, staff, representatives, successors, assigns and individuals, including such individuals when acting in either their official or personal capacities: the United States Government, the Department of Defense, the Department of the Navy, the United States Marine Corps, Marine Corps Community Services, Marine Corps Base, Quantico, the Commandant of the Marine Corps and the Commander, Marine Corps Base Quantico. The release and waiver extends to any and all property damage, bodily injury or death I may suffer as a **mountain bike race** participant due to the actions and decisions of such entities and individuals, whether may in good faith or through negligence. This waiver does not extend to intentional misconduct or actions taken with reckless disregard for human life and safety.

I understand that by signing this Agreement, I have abandoned my rights may have, or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the federal government for any injury I may sustain because of my participation in or attendance of the above mentioned mountain bike race that results in any damage whatsoever to my property, me person, or in my death. By signing this document, I acknowledge that the federal government, or any agency or employee thereof, is not liable for any injury I may sustain, to include death, as a result of my participation in a mountain bike race held on MCB Quantico. This document shall remain in effect and be held until written notice of cancellation.

Initials

Date

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, THAT I AM FULLY AWARE OF THE RISKS INVOLVED IN THIS EVENT, AND THAT I VOLUNTARILY ACCEPT AND ASSUME RISKS ASSOCIATED WITH PARTICIPATION IN THIS EVENT.

I understand that should I decline to execute this release of claim and waiver of liability, I will not be permitted to participate in a mountain bike race held on MCB Quantico.

Signature of Participant (Date)

Signature of Witness (Date)

Signature of Parent (Date)

on behalf of

Name of Minor (Date)