99TH FORCE SUPPORT SQUADRON OUTDOOR RECREATION ADVENTURE PROGRAM,
NELLIS AFB, NV

RELEASE OF LIABILITY, HOLD HARMLESS AGREEMENT, AND ASSUMPTION OF RISK

ACTIVITY NAME:_____ **ACTIVITY DATE:**_____

In consideration for the participation in Nellis Outdoor Recreation and all other person or entities acting in any capacity on its behalf (hereinafter referred to as "Outdoor Recreation"), I hereby agree, on behalf of myself, my spouse, heirs and next of kin, assigns, insurers, personal representative, and estate, as follows:

1. I understand and acknowledge that the activity I am about to engage in bears inherent and known, unknown, and unanticipated risks that could result in injury, death, illness, disease, emotional distress and/or damage to myself, to property or to third parties, and no amount of care, caution, instruction, or expertise can eliminate these risks.

2. I understand the scope, nature, and extent of the risks involved in the activities contemplated by this agreement, and freely choose to accept and assume all of the risks relating to this activity. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks.

3. I hereby release and hold harmless forever, the United States Air Force, Nellis Air Force Base, Outdoor Recreation and their officers, agents, leaders, employees, volunteer staff and non-appropriated fund instrumentalities with respect to and all actions, claims, costs, expenses, damages, liabilities, procedures and suits, including any attorney's fees or costs, for any and all injury, disability, death, or loss or damage to person, including third parties, or property asserted or brought as a result of my participation in Nellis Outdoor Recreation.

4. I understand that participation in the activity may subject me to potentially hazardous outings such as but not limited to, climbing sports to include, canyoneering, rock, ice, and alpine climbing, paddling sports to include kayaking, canoeing, stand-up paddleboarding, and rafting, on or off trail travel to include hiking and backpacking, winter sports such as skiing, snowboarding, and snowshoeing, biking and other physical and strenuous outdoor activities. Activities may be strenuous both physically and emotionally. They may occur in remote or wilderness settings where hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the activity. Physical activities include, but are not limited to, walking, running, climbing, swimming, and hiking. Risks from physical activities may include falling, overexertion, emotional distress, equipment failure, injuries due to lack of fitness or conditioning, instructor misjudgment or negligence. Environmental hazards include falling and rolling rocks, foot travel on uneven and possibly rugged terrain, weather that can become extreme without notice, river currents, and hostile or disease-carrying wildlife or insects. Injuries from these hazards may include communicable disease exposure, allergen exposure, wounds, head injuries, sprains, strains or fractures, hypothermia, sunburn, heat illness, or drowning. Nellis Outdoor Recreation assume no responsibility for providing medical care during the Activities and I will pay all costs for any medical care and/or evacuation.

5. I am expected to engage in only those activities that I am physically capable of safely accomplishing.

6. I understand that water activities and instruction may be held in remote or wilderness settings to include but not limited to local lakes and rivers without the supervision of a lifeguard.

7. There will be no consumption of alcohol on any Outdoor Recreation trip in any capacity whatsoever due to the fact that the activities may subject the participant to potential increased hazards.

8. If I chose on my own accord to either arrive to or leave any Outdoor Recreation activity in a privately owned vehicle, I am acting outside the scope of responsibility of the Outdoor Recreation activity and neither Outdoor Recreation or Nellis Air Force Base cannot be held responsible for any injury or damage done to myself or my equipment while in the privately owned vehicle.

9. I hereby voluntarily release the rights for all photography and/or video captured while participation in Outdoor Recreation activities. I also grant permission to Nellis Outdoor Recreation and the 99th Force Support Marketing

Department to use such images and video clips for Program marketing; in accordance to Air Force Marketing and Publishing Instructions.

10. I expressly acknowledge and agree that this release of liability, hold harmless agreement, and my assumption of the risks described in this document are intended to be as broad and as inclusive as is permitted under the laws of the State of Nevada and the laws of the State(s) in which the Outdoor Recreation activity/event/program is taking place and that if any portion of this release of liability, hold harmless agreement, and my assumption of the risk is held to be invalid, I agree that the balance of this agreement shall continue to be in full force and legal effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will have no right to make a claim or file a lawsuit against the United States Air Force, Nellis Air Force Base, Outdoor Recreation, their agents, owners, officers, employees, volunteers or any other person or entity acting in any capacity on its behalf. My participation is voluntary and I assume such risks willingly and knowingly. I hereby release from liability and agree to hold harmless and indemnify the United States Air Force, its officers, agents, employees, non-appropriated fund instrumentalities, and the 99th Force Support Squadron Outdoor Recreation Adventure Program from and against any and all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, or in any manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of my participation in said event or any activity conducted in relation thereto, including damages to the property of the United States Air Force or of third parties. I acknowledge that I am voluntarily participating in the said event or activity with a full understanding and appreciation of all potential dangers and inherent risks. I further certify that I am fully capable of participating in this activity. I expressly acknowledge and assume the inherent risks described above, and all other inherent risks of my presence and participation in this event.

My signature below indicates that I have had sufficient opportunity to read both pages of this document, I have read it and that I understand it affects my legal rights; I agree to be bound by its terms.

SINGNITURE OF PARTICIPANT:_____ **DATE:**_____

NAME PRINTED:_____ **DATE OF BIRTH:**_____

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this Document for myself and on behalf of the minor child. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity.

PARENT/RESPONSAIBLE ADULT SIGNATURE:_____

NAME PRINTED:_____

RELATIONSHIP:_____ **DATE:**_____