

**LEARN TO SWIM  
LIABILITY RELEASE**

In consideration for allowing me to participate in MCCS Swim Team activities and to use facilities and equipment at the Marine Corps Community Service (MCCS) Pool at Marine Corps Base (MCB) Camp Pendleton (hereinafter called, "the event,") 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 my behalf:

- (a) I acknowledge that the event can be an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss;
- (b) I certify as follows: (1) that I am properly equipped for the event and will at no time participate in the event without proper equipment; (2) that I am physically fit and able to participate in the event; have reported all unusual medical conditions to MCCS; and (3) that I have not been advised against participation in the event by a qualified health professional.
- (c) I acknowledge as follows: (1) that I have read and understand all applicable MCCS facilities rules and agree to abide by them; (2) that I will obey all posted MCCS safety signs; (3) that I will obey instruction of authorized instructors while participating in the event; (4) that I agree to follow safe procedures and to avoid unnecessary hazardous situations; and (5) that I have received the instruction from MCCS personnel necessary to participate in the event safely.
- (d) I agree that, prior to participating in the event, I will inspect the facilities, equipment, and areas to be used and, if I believe any are unsafe, I will immediately advise a person supervising the event;
- (e) I assume all risks associated with the event, including, but not limited to, death; drowning; concussion; neck/spinal trauma; broken bones; loss of teeth; loss of vision; dehydration; heat stroke; muscle pulls; cramps; sprains; strains; cuts; bruises; mental anguish; trauma; exhaustion; heart attack; cardiovascular illness as a result of accidental or intentional falls or contact with other people and their equipment; contact with facility equipment; defective equipment; effects of weather including heat or humidity; terrain; personal fitness level; and lack of hydration;
- (f) In connection with the event, 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; MCB Camp Pendleton, MCCS, and all volunteers, officers, directors, employees, representatives and agents of the above;
- (g) In connection with the event, I agree not to sue any of the persons or entities mentioned in paragraph (f) above for any of the claims, losses or liabilities that I have waived released and discharged therein;
- (h) In connection with the event, I indemnify and hold harmless the persons or entities mentioned above in paragraph (f) above from any and all claims made or liabilities assessed against them as a result of my actions and the actions of other participants.
- (i) In connection with the event, 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 have read all the provisions of this informed consent, waiver and release from liability form and fully understand all of the same.

Printed Name of Participant \_\_\_\_\_

Signature of Participant (Parent or Legal Guardian if Participant Under 18) \_\_\_\_\_

Date: \_\_\_\_\_