

**WAIVER OF LIABILITY, HOLD HARMLESS, AND ASSUMPTION OF RISK**  
**AGREEMENT FOR THE BENEFIT OF THE U.S. MARINE CORPS**

1. In consideration of permission granted to me by the Commanding Officer, Marine Corps Air Station (MCAS) Miramar, San Diego, California, to participate in accessing the certain marked trail along the eastern border of MCAS Miramar and locally referred to as the "Stowe Trail," I, the undersigned Participant, intending to be legally bound, promise to waive for myself, my parents, guardians, heirs, executors, administrators, legal representatives, and any other persons on my behalf any and all rights and claims for damages, demands, and any other actions whatsoever, which I may have against any of the following persons/entities: the United States of America; the Department of Defense; the Department of the Navy; the U. S. Marine Corps; MCAS Miramar; and any and all individuals assigned to or employed by the United States, including but not limited to

The Secretary of Defense;  
The Secretary of the Navy;  
The Commandant of the Marine Corps;  
The Commanding Officer, MCAS Miramar;  
MCAS Miramar Provost Marshal Office Personnel;  
The MCAS Miramar Fire Department Personnel (including paramedics and dispatchers)

in both their official and personal capacities; and those persons or entities' representatives, successors, and assigns; which said injuries arise as a result of my permitted access to the "Stowe Trail" aboard MCAS Miramar as recited above.

2. I hereby authorize emergency medical treatment in the event of injury or illness. I authorize health care providers, including but not limited to physicians, nurses, nurse practitioners, paramedics, emergency medical technicians, and hospital corpsmen, to administer routine and/or emergency medicine and treatments as needed.

3. **I ALSO VERIFY THAT I HAVE FULL KNOWLEDGE OF THE RISKS RELATED TO MY PERMITTED ACCESS TO THE STOWE TRAIL, WHICH RISKS INCLUDE BUT ARE NOT LIMITED TO RISKS FROM PROJECTILES, ORDNANCE, TERRAIN, WILDLIFE, MY ACTIONS, MY PHYSICAL CONDITION, ACTIONS OF OTHER PERSONS, LACK OF HYDRATION, LIMITED COMMUNICATIONS, LIMITED ACCESS AND DELAYED RESPONSE TIMES FOR EMERGENCY SERVICES. I FURTHER UNDERSTAND THAT I AM ENTERING A TRAINING AREA ABOARD A MILITARY INSTALLATION THAT IS MAINTAINED FOR MILITARY ACTIVITIES AND IS NOT PREPARED OR MAINTAINED FOR PUBLIC ACCESS OR RECREATION. I EXPRESSLY, KNOWINGLY, AND VOLUNTARILY ASSUME THE RISKS INVOLVED AND AGREE TO HOLD THE UNITED STATES AND ALL OTHER BENEFICIARIES LISTED ABOVE HARMLESS FOR ANY RESULTING INJURY OR ILLNESS SUFFERED BY ME IN THE COURSE OF MY PRESENCE ON MCAS MIRAMAR INCLUDING, BUT NOT LIMITED TO, ANY INJURY SUFFERED BY REASON OF MY ACCESS TO THE AFOREMENTIONED "STOWE TRAIL" ABOARD MCAS MIRAMAR WHICH MAY BE CAUSED BY THE NEGLIGENCE OR FAULT OF ANY OTHER PERSON, WHETHER EMPLOYED BY THE FEDERAL GOVERNMENT OR NOT; OR ANY OTHER INJURY, OF ANY NATURE WHATSOEVER, WHICH MAY BE SUFFERED BY ME.**

4. I understand that this Wavier, Hold Harmless, and Assumption of Risk Agreement will remain effective throughout the period of my

permitted access to the "Stowe Trail" aboard MCAS Miramar. I further understand that if I decline to execute this agreement or cancel it, my permitted access to the "Stowe Trail" aboard MCAS Miramar will be denied or revoked.

5. I further agree to give the U. S. Marine Corps written notice of any claim or suit possibly coming within the scope of indemnity provided for by this Agreement. Such notice will be promptly delivered to:

COMMANDING OFFICER  
ATTN OFFICE OF COUNSEL  
MARINE CORPS AIR STATION MIRAMAR  
PO BOX 452001  
SAN DIEGO CA 92145-2001

Upon written request of an indemnitee, I, (the indemnitor) will assume the defense of any claim, demand, action, or proceeding as soon as practicable.

AGREED TO AND EXECUTED THIS DATE: \_\_\_\_\_  
(print date)

\_\_\_\_\_  
(print name of Participant,  
required for all ages)

\_\_\_\_\_  
(Participant signature,  
not required under age 10)

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

**IF PARTICIPANT IS A MINOR, PARTICIPANT'S PARENT  
OR LEGAL GUARDIAN MUST ALSO SIGN BELOW**

\_\_\_\_\_  
(print name of parent/guardian  
of Participant)

\_\_\_\_\_  
(parent/guardian signature)

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

**WITNESS**

\_\_\_\_\_  
(print name of witness)

\_\_\_\_\_  
(witness signature)

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