LIABILITY WAIVER AND RELEASE AND HOLD HARMLESS AGREEMENT FOR URBAN WATER SLIDE, NAVAL STATION GUANTANAMO BAY

Participant's Name: _____

Participant's Age:	
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Parent's Name (if Participant is under 18): _____

- 1. If Participant named above is age 18 or older, then Participant's signature on this Agreement represents that he or she has acknowledged and accepted the Agreement's contents. If Participant named above is under the age of 18, then the Parent named above will sign this Agreement and Parent's signature will serve as acknowledgment and acceptance of the Agreement's contents on behalf of the Participant.
- 2. Participant acknowledges that the using the Urban Water Slide may require Participant to engage in physical activity including, but not limited to: walking, jumping, sliding, and swimming. Participant acknowledges that such physical activity may contain inherent risk(s) and Participant hereby assumes the risk(s).
- 3. Participant, for him/herself, his/her heirs and assigns, hereby voluntarily agrees to release, hold harmless and indemnify the United States Government; the Department of the Navy; Commander, Navy Region Southeast (CNRSE); CNRSE Morale, Welfare and Recreation (MWR); Naval Station Guantanamo Bay (NSGB); and their agencies, instrumentalities, officers, agents, employees, and assigns, against all suits, actions, claims, demands, causes of action arising or resulting from or attributable to the acts or omissions of the Participant or third parties, or costs of any kind, liabilities, or damages, which the Federal Government, its agencies, instrumentalities, officers, agents, and employees may be subject by damage or injury arising out of use of the Urban Water Slide, including claims which may be brought by third parties.
- 4. Participant grants permission to NSGB and/or NSGB MWR to use media of Participant for the purpose of education and publicity of NSGB MWR without further permission from Participant. The forms of media include, but is not be limited to, photographs; video; audio recordings; social media such as Facebook and Twitter; military installation website; NSGB MWR website, CNRSE MWR websites. Participant has listed below any exceptions to this release:
 - a. EXCEPTIONS (list any exceptions to the media release; if none, write "None.")
- 5. Should any part or provision of this Agreement be declared by a court of competent jurisdiction unenforceable or invalid as a matter of law, the remaining parts or provisions shall remain in full force and effect and the promises and covenants I have made herein enforced against me to the fullest extent possible, as if the unenforceable or invalid provision had not existed.

Participant and/or Parent Signature

Date

PLEASE READ ALL RULES BELOW FOR THE URBAN SLIDE CAREFULLY AND THOROUGHLY

- Sliders must be 5 years or older to slide.
- No clothing with rivets (i.e. jeans) or similar hard /sharp objects will be allowed on the slide.
- Shoes are allowed on the slide but must be sandals or rubber water shoes.
- Tennis shoes are not allowed on the slide.
- Shoes are not allowed to touch or drag the slide floor during sliding.
- Please use the inner tube to hold feet up.
- If speed decreases during sliding, you are required to remove sandals and propel yourself to get speed back up to finish.
- Anyone seen walking or running on the slide floor with sandals or water shoes on will be asked to leave and wristband will be taken by a staff member.
- Personal soap or oil is not allowed to be used on the slide to make sliding speeds faster.
- Cameras and videos are allowed on the slide to capture memories. MWR is not liable or responsible for damage or loss to personal goods during the Urban Slide event.
- Please shower before sliding down the Urban Slide, so we can keep the equipment and water as sanitized as possible.
- All slide spectators must stay off the slide. Please keep off the walkways so that sliders have easy access from the start and finish line areas.
- Sliding lines will begin forming at 1 pm and end forming at 5 pm to allow for adequate set-up and breakdown times of the equipment.

Signature _____ (If under 18, provide guardian signature) Date_____

NS Guantanamo Bay MWR Department Consent and Release to Photography and/or Videography

I hereby consent to NS Guantanamo Bay Morale, Welfare and Recreation (MWR) Department publishing, on any Navy MWR web sites or social media outlets, or within its publications, the likeness and the name of and the likeness and name of myself_in a photograph or video taken on or aboutJuly 29, 2017 The photograph or video was taken as part of the following activity: <u>Summer Street Slide</u> I further consent to NS Guantanamo Bay MWR Department promoting the interests of Navy MWR by sharing that my likeness, the likeness of my child (ren), my name, and the name of my child (ren) with third party entities, to include, but not be limited to, commercial sponsors and news or community organization, and allowing those said entities to publish the same. I consent to the NS Guantanamo Bay MWR Department publishing my likeness, the likeness of my child (ren), my name, and the name of my child (ren), and the NS Guantanamo Bay MWR Department sharing said likenesses and names with third party entities by any means, in any manner, perpetually.

I consent to NS Guantanamo Bay MWR Department I am giving this consent freely, voluntarily, and without expectation of or recompense of any kind. I am aware of the risks inherent in photography and videography, including, but not limited to, the focusing of lights upon me or my minor child.

This consent will not be made the basis of a future claim of any kind against the United States Government. I release and discharge the United States Government from any cause of action arising from my participation or the participation of my child (ren) in the photography and videography. The United States Government and Navy MWR Activities are not liable for any damages or injuries resulting from publication of the above-identified information, except as provided in the Federal Tort Claims Act (28 U. S.C. §§2671-2680).

(Signature of photo subject or minor's parent/legal guardian)

(Date)

(Print or type photo subject's name or minor's parent/legal guardian)

— MWR Summer Street Slide —