

RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

In consideration for being able to be a tour guide in the Petroglyph tour authorized by Naval Air Weapons Station, China Lake, CA, the undersigned (RELEASOR) agrees to the following:

1. I acknowledge and fully understand that I am a tour guide for the Petroglyph tour. I understand that I have a duty to follow all regulations and instructions provided to me at the tour guide course. I also acknowledge that it is my obligation to ensure the safety of all tour participants. The tour may require me to traverse through harsh and treacherous terrains on foot and/or in a motor vehicle, and I may suffer exposure to the natural elements. These conditions are known to me to be inherently dangerous and may involve risk of serious injury, including permanent disability, or death. I also understand that such injury may result not only from my action or inaction, but also from the actions or inactions of others. I fully and voluntarily accept all risks associated with this tour.
2. I hereby release, waive, discharge, and covenant not to sue, the United States Government, including all of its subdivisions, officers, military personnel, employees and agents (hereinafter called the RELEASEE) from all liability for any injury including death or permanent disability, to me, caused or alleged to have been caused, in whole or in part by the negligence of the RELEASEE or otherwise caused, or resulting from, or in connection with, the Petroglyph tour. I also agree to indemnify, defend, and hold the RELEASEE harmless against any claims brought against the RELEASEE concerning this tour. I have had a full and fair opportunity to consult an attorney about this agreement and make this agreement voluntarily.
3. I agree that this release not only binds me, but also my family, heirs, assigns, administrators, and executors. Accordingly, I indemnify and hold harmless the RELEASEE from all liability and responsibility of any sort for all damage, injury, death, and loss to me or my property during this Petroglyph tour.
4. Should I sustain any injury during the course of this Petroglyph tour, I hereby authorize any emergency first aid, medication, medical treatment, or surgery deemed necessary by Department of Defense employees or licensed medical personnel. I understand that if medical care is received, and if I am not otherwise eligible to receive such care, I agree to reimburse the U.S. Government.
5. I have considered purchasing insurance for this activity. I understand and agree that the United States, the U.S. Navy, any of their partners, agents, employees, or agencies will not insure me.
6. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR OTHER PROMISES MADE HEREWITH.

_____ Date _____
Print Name

Signature