

**RELEASE AND HOLD HARMLESS AGREEMENT
EQUESTRIAN CENTER
RECREATION DIVISION
MORALE, WELFARE AND RECREATION (MWR)
FT. RUCKER, ALABAMA**

(for minors 18 years of age or under...use separate form for adults)**

I, (print parent's name) _____, consent to allow my child (print child's full name) _____, date of birth _____, to voluntarily participate in various activities at the Equestrian Center. I am fully aware and understand there is some risk of death or personal injury to my child and damage to or loss of his/her personal property which may occur as a result of his/her participation.

In consideration for my child being allowed to participate in the various activities of the Equestrian Center, for myself, my child and his/her heirs, administrators, executors, and assignees, make the following agreement:

1. The United States Government*, and any agency, entity, instrumentality, and employee thereof, shall not be liable to me or my child for any personal injuries or death or damage to personal property caused by defects, disrepair, or faulty construction of the Equestrian Center premises. The United States Government, as used herein, includes the Equestrian Center, the Recreation Division, MWR and any officer, agency, or employee thereof, whether acting officially or otherwise.

2. I hereby agree, from this day forward and until the end of time, to indemnify, release, and hold harmless the United States Government*, and any agency, entity, instrumentality, and employee thereof from and against any and all claims or causes of action for damages to property or death or personal injury incident to or arising from my child's use of the Equestrian Center premises, or from any activity, work, or thing done, permitted, or suffered by my child in or about the Equestrian Center premises.

3. The United States Government* shall not be liable to me or my child for personal injuries or death or property damage or loss from theft, vandalism, fire, flood, water leaks, hurricane, rain, hail, ice, snow, lightning, wind, explosion, accident, or other causes whatsoever, regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of the United States Government* or any agency, entity, instrumentality, or employee thereof.

4. I understand that the United States Government* cannot guarantee or warrant the quality and extent of service provided to me, and will not be liable for special, punitive, actual, consequential, or any other damages resulting from the service provided to me. No warranties or guarantees have been made by the United States government or any government personnel, either express or implied. This writing is the full and actual agreement made between myself and the United States government - any changes to this agreement must be made in writing and executed with the same formalities as this agreement.

5. IT IS MY EXPRESSED INTENTION THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS INDEMNITY BY ME ON BEHALF OF MYSELF AND MY CHILD TO INDEMNIFY AND PROTECT THE UNITED STATES GOVERNMENT FROM THE CONSEQUENCES OF THE GOVERNMENT'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF TH INJURY, DEATH OR DAMAGE.

6. I understand and agree that I AM ASSUMING THE RISK on my child's behalf of any, personal injury or property damage that may result from my child taking part in Equestrian Center activities. This includes such injuries or damage as may be caused by the negligence of the United States Government.

7. I understand and agree that I will be liable for any damage or loss to the United States Government which is caused by my child's gross negligence, willful misconduct, or fraud.

THIS IS A LEGALLY BINDING DOCUMENT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Executed this _____ day of _____, 20_____.

Parents/Guardian Printed Name

Parents/Guardian Signature

Telephone # Including Area Code

Address

City

State

Zip Code

** United States Government, as used here, includes the United States Government, its officers, agents, servants, or employees, acting officially or otherwise. For purposes of this agreement, United States Government shall include both Appropriated and Nonappropriated Fund Instrumentalities (NAFI's).*

***In accordance with Alabama law, signature of a parent or guardian is required if participant is under age 19.*