

## SEAL FITNESS CHALLENGE LIABILITY WAIVER AND RELEASE

PARTICIPANT'S NAME: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_ AGE: \_\_\_\_\_

**This is a legal document. Please read and understand it before signing.  
If you have any questions, please consult an attorney.**

I, the undersigned, request voluntary participation for myself (or my minor child or ward) in the SEAL Fitness Challenge. By indicating my acceptance of this Liability Waiver and Release, I understand, agree, warrant and covenant as follows:

I UNDERSTAND THAT THIS EVENT MAY BE HELD IN PUBLIC AREAS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. THE RISKS INCLUDE, BUT ARE NOT LIMITED TO, THOSE CAUSED BY TERRAIN, FACILITIES, EQUIPMENT, TEMPERATURE AND WEATHER, CONDITION AND HYDRATION OF THE ATHLETE, AND ACTIONS OF OTHER PEOPLE (INCLUDING, BUT NOT LIMITED TO, PARTICIPANTS, VOLUNTEERS, SPECTATORS, AND EVENT OFFICIALS). PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY. CONSEQUENCES CAN RANGE FROM PROPERTY LOSS OR MINOR INJURY TO CATASTROPHIC INJURIES OR DEATH. I REALIZE THAT LIABILITY MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF THE PERSONS OR ENTITIES BEING RELEASED OR BY THIRD PARTIES PRESENT AT THE EVENT; FROM DANGEROUS OR DEFECTIVE EQUIPMENT; FROM PROPERTY OWNED, MAINTAINED, OR CONTROLLED BY THE PERSONS OR ENTITIES BEING RELEASED; OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT.

IN CONSIDERATION OF ME (OR MY MINOR CHILD OR WARD) BEING PERMITTED TO PARTICIPATE IN THIS EVENT, I HEREBY TAKE ACTION FOR MYSELF, MY EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, SUCCESSORS, AND ASSIGNS AS FOLLOWS. I HEREBY ASSUME ALL RISKS OF ALL CONSEQUENCES OF MY (OR MY MINOR CHILD OR WARD'S) PARTICIPATION IN THIS EVENT. I WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL LIABILITY AND COVENANT NOT TO SUE FOR DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER ACCRUE, INCLUDING DURING TRAVEL TO AND FROM THIS EVENT, THE FOLLOWING PERSONS AND ENTITIES: THE GOVERNMENT OF THE UNITED STATES, INCLUDING THE DEPARTMENT OF DEFENSE, THE DEPARTMENT OF THE NAVY, NAVAL SPECIAL WARFARE COMMAND, AND SUBORDINATE COMMANDS AND COMPONENTS (HEREINAFTER, COLLECTIVELY, "THE GOVERNMENT"); THE GOVERNMENT'S OFFICERS, MEMBERS, AGENTS, AND EMPLOYEES; ALL MUNICIPAL AGENCIES WHOSE PROPERTY AND/OR PERSONNEL ARE USED; ALL EVENT STAFF AND VOLUNTEERS; AND ALL OTHER COMPANY(S), AGENCY(S), OR INDIVIDUAL(S) INVOLVED IN EXECUTING THIS EVENT. I INDEMNIFY AND HOLD HARMLESS THE ENTITIES AND PERSONS MENTIONED IN THIS PARAGRAPH FROM ANY AND ALL LIABILITIES, CLAIMS, OR DEMANDS (INCLUDING REASONABLE ATTORNEY'S FEES) MADE BY ANY THIRD PARTY AS A RESULT OF MY (OR MY MINOR CHILD OR WARD'S) PARTICIPATION IN THIS EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THOSE PERSONS AND ENTITIES OR OTHERWISE.

I understand that participation in this athletic event is potentially hazardous and that a person should not participate unless properly trained and physically able. I certify that I am (or my minor child or ward is) physically fit, that I have (or my minor child or ward has) sufficiently trained for the event, and that I have not been advised otherwise by qualified medical personnel.

I hereby authorize necessary emergency medical care to me (or my minor child or ward), and I give permission for transportation to any medical facility. I accept full responsibility for the payment of all associated costs of this medical transportation and treatment.

I understand that at this event or related activities, I may be photographed or videotaped. I agree to allow the United States Navy to use my (or my minor child or ward's) image, likeness, video, voice, and performance information in publications, online content, video, or any other medium for its official purposes. I also consent to the Navy's internal, official use of personal information collected from me (or my minor child or ward) during the registration process.

I acknowledge that this Liability Waiver and Release form will be used by the event organizers, and that it will govern my actions and responsibilities at the event. I expressly agree that this Liability Waiver and Release is intended to be as broad and inclusive as permitted by law and that if any provision of this Liability Waiver and Release shall be found to be unlawful, void, or unenforceable for any reason, then that provision shall be deemed severable from this Liability Waiver and Release and shall not affect the validity and enforceability of any remaining provisions. I further agree that nothing in this Liability Waiver and Release shall be construed to waive, limit, or otherwise modify any applicable governmental immunity.

**BY MY SIGNATURE ON THIS LIABILITY WAIVER AND RELEASE, I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT AND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS LIABILITY WAIVER AND RELEASE FREELY AND VOLUNTARILY, AND I INTEND MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

\_\_\_\_\_  
Participant's Signature (Legal Guardian's, if under 18)    Date

By checking this box, I consent to the receipt of additional information about careers in Naval Special Warfare. (The United States Navy will not share your contact information with other branches of the military.)

IN CASE OF EMERGENCY, CONTACT:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

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