

WAIVER OF LIABILITY
for
PARTICIPATION IN NON-FEDERAL ENTITY ACTIVITIES
aboard
MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION -
MARINE CORPS BASE, QUANTICO, VIRGINIA

I am about to observe or participate in activities to be conducted under the direction of the **QUANTICO SHOOTING CLUB, INC.**, hereinafter the "*Organization*", on Marine Corps Installations National Capital Region - Marine Corps Base Quantico (MCINCR-MCQB). I understand that the Organization is a non-federal entity and is not a Federal Government entity. I understand that the Organization is conducting events on MCINCR-MCBQ by permission of the Federal Government subject to certain terms and conditions. I understand that my observation and/or participation in the activities of the Organization will involve access to MCINCR-MCBQ, an active military base that consists of Marine Corps Base ranges and training areas.

I understand the following three cautions with regard to MCINCR-MCBQ:

1. All ranges and training areas, including recreational fields, are designed for and used by the Marine Corps for training its personnel in the deadly art of individual and unit combat.
2. Ranges and training areas have been subject to countless training exercises that may well have involved the use of ammunition and placement of manmade or natural obstacles which, if triggered or encountered by or during physical presence on the ranges/training areas, could result in serious bodily injury or death to me.
3. Range and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and exposure to serious bodily injury, sickness, accident, or death.

I understand that certain activities may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones, and injuries associated with physical contact with other participants, and injuries from playing conditions, to include field conditions and the inherent dangers associated with environmental conditions.

I further understand that the organization will provide the following events or activities and I voluntarily assume the specific risks associated with observing or participating in these types of events or activities, which include the use of live ammunition and weapons by both instructors, members and guests who have varying levels of proficiency in the use of weapons and tactics, which could result in serious bodily injury or death to me.

1. Organization instructors, members and guests engage in a full range of rifle, pistol and shotgun shooting such as, but not limited to: recreational firing, training and organized shooting activities such as matches, using varying caliber/gauge weapons;
2. Organization's events involve instructors, members and guests of varying degrees of proficiency in differing situations and shooting positions that could involve static position shooting and shooting while moving or other tactical shooting activities that may subject participants to additional risk, and;
3. Organization instructors, members and guests use target and target frame materials that could cause fragmentation or ricochet hazards for shooters, members, observers and guests.

In spite of my full knowledge of the risks involved in observing and/or participating in the Organization's activities and, in consideration of the privilege to participate in the Organization's activities to be held aboard MCINCR-MCBQ, I do hereby freely and voluntarily, and intending to be legally bound, accept all risks associated with these activities and waive any and all rights to any claims or demands or any other actions whatsoever, including those attributable to negligence for damages due to accident, injury, or my death resulting from observation and/or participation in any of the Organization's activities, for me, my spouse, my parent or guardians, my heirs, executors, administrators, or legal representatives of my estate, or anyone on my behalf, which I may have against any of the following: the United States of America, the Department of Defense, the Department of the Navy, the United States Marine Corps, Marine Corps Combat Development Command, Marine Corps Base Quantico, the Organization or any and all individuals assigned to or employed by the United States or Organization, to include, but not limited to, the Secretary of the Navy, the Commandant of the Marine Corps, the Commanding General of the Marine Corps Combat Development Command, the Commander of Marine Corps Base, Quantico, Organization's staff, OICs, RSOs, instructors and Board of Directors in both their official and personal capacities, or any medical personnel or their representatives, successors, or assigns designated thereto.

I understand that the above language means I have abandoned any rights I may have or any rights anyone associated with me may have, through legal or friendship or family ties, to sue the Federal Government or Organization for any injury that I may sustain because of participation and/or observation in any of the organization's activities that result in any damage whatsoever to me, my property, or in my death. By signing this document, I acknowledge that the Federal Government and the Organization, or any agency or employee thereof, is not liable for any injury I may sustain, to include death, as a result of participation in, observation or attendance of the Organization's activities. By signing this document, I effectively and completely assume all risk associated with the Organization's activities.

Lastly, I understand that should I decline to execute this Waiver of Liability, I will not be permitted to attend, observe or participate in the organization's activities or event(s) to be held aboard MCINCR-MCBQ.

ALL APPLICANTS - PLEASE READ CAREFULLY AND COMPLETE THE FOLLOWING:

BY VIRTUE OF MY SIGNATURE, I ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH ON THIS DOCUMENT AND FURTHER ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS DOCUMENT IN WHOLE AND UNDERSTAND WHAT I AM SIGNING.

Printed Name of Participant

Signature of Participant

Date

ADDITIONALLY - ONLY FOR FEDERAL EMPLOYEES AND MILITARY PERSONNEL - ALSO COMPLETE THIS SECTION:

To the extent that I am a federal employee or military member observing/participating in the Organization or directed activities under official orders or duty status, I acknowledge that the sole remedy for any injuries or death will be, respectively, the Federal Employees Compensation Act (FECA) at 5 U.S.C. Section 8102 or the Federal Tort Claims Act (FTCA), 28 U.S.C. Section 1346 et.seq., that any relief will lie solely against the Federal Government vice any individuals or Organizations, and that any relief may be barred in toto by the application of the FTCA.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I AM FULLY AWARE OF THE RISKS INVOLVED IN THIS ACTIVITY, AND THAT I VOLUNTARILY ACCEPT AND ASSUME THE RISKS ASSOCIATED WITH SUCH ACTIVITIES.

I understand that should I decline to execute this Waiver of Liability, I will not be able to observe/participate in the Organization's activities.

Signature of Participant/Observer

Printed Name of Participant/Observer

Date