



UNITED STATES MARINE CORPS
MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION
MARINE CORPS BASE QUANTICO
3250 CATLIN AVENUE
QUANTICO VIRGINIA 22134 5001

MCINCR-MCBQ
5000
B 09
1/5/2021

MEMORANDUM OF AGREEMENT
BETWEEN
MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION-
MARINE CORPS BASE QUANTICO
AND
QUANTICO SHOOTING CLUB
QUANTICO, VIRGINIA

Subj: TERMS AND CONDITIONS FOR THE QUANTICO SHOOTING CLUB,
QUANTICO, VIRGINIA, TO OPERATE ON MARINE CORPS
INSTALLATIONS NATIONAL CAPITAL REGION-MARINE CORPS BASE
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Ref: (a) SECNAVINST 11011.47C, Acquisition, Management, and
Disposal of Real property and Real Property Interests
by the Department of the Navy, 26 Aug 13
(b) MCBO 3570.1A, Range Regulations, 16 Sep 14
(c) MCO 3591.2K, Small Arms Marksmanship Competition
(d) MCBO 8000.1C, Control and Use of Privately Owned
Weapons, Firearms Ammunition, Explosives, Fireworks,
and Pyrotechnics, 23 Jun 14
(e) MCBO 5530.1, Access Control Policy, 11 Mar 11
(f) MCBO 5760.3A, Non-Federal Entities on Marine Corps
Base Quantico, 3 Jun 14

Encl: (1) Waiver of Liability
(2) Waiver of Liability for Minors
(3) Agreement to Indemnify

1. Purpose

a. Per the references, this Memorandum of Agreement (MOA) is to establish responsibilities and support between the Commander, Marine Corps Installations National Capital Region-Marine Corps Base Quantico (MCINCR-MCBQ), Virginia and the Executive Board and General Membership, Quantico Shooting Club (QSC), Quantico, Virginia.

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b. This MOA authorizes the QSC to operate and conduct activities on MCINCR-MCBQ in accordance with (IAW) the terms and conditions herein.

2. Terms

a. Although this MOA document authorizes QSC to operate aboard MCINCR-MCBQ, it is required to be supported by a complementary and separate Naval Facilities Engineering Command (NAVFAC) real estate agreement that authorizes QSC use of Government buildings and/or property aboard MCINCR-MCBQ IAW reference (a).

b. The Weapons Training Battalion (WTBn) is the Federal entity with primary occupancy and control over the facilities listed in Paragraph 5.a(7) of this MOA. The QSC will operate under WTBn purview for use of these facilities and will occupy designated buildings and other areas on MCINCR-MCBQ on a non-exclusive basis.

c. The QSC shall not enter into any type of fee agreement or other arrangement that allows non-members or other organizations to use MCINCR-MCBQ facilities, nor shall the QSC schedule any MCINCR-MCBQ facilities on behalf of other organizations or individuals, to include military units.

(1) The QSC can recoup fees and costs associated with hosting approved activities.

(2) The QSC can provide MCBQ qualified Range Safety Officers for joint-use events or to assist MCBQ units with recreational shooting.

3. Authorities

a. Secretary of the Navy Instruction (SECNAVINST) 11011.47C, Acquisition, Management, and Disposal of Real Property and Real Property Interests by the Department of the Navy.

b. Department of Defense (DoD) Financial Management Regulations FMR 7000.14R.

4. Background

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a. The QSC is a private organization operating aboard MCINCR-MCBQ. The organizations' primary mission is to promote, coordinate, and conduct recreational firing and competitive matches for the DoD military and civilian personnel, their families, and for a limited number of civilians.

b. The QSC activities provide a helpful training venue for Marines such as the Marine Corps Shooting Team and Scout Sniper School personnel to prepare for and participate in competitive events. QSC holds match events, which are listed in Appendix H, reference (c); these matches, when approved by the Commander, MCINCR-MCBQ are authorized competitive events IAW chapter 3, reference (c). Those matches listed are included as part of the overall Competition-In-Arms Program and the Commandant's Excellence in Competition advisory.

c. Limited logistical support may be provided by Marines for recreational and competition activities conducted by QSC. Support could include, but is not limited to, scheduling range or facility maintenance / upgrades through the appropriate Public Works (etc.) directorate, storage containers, classroom / meeting room support through to supplying qualified Corpsmen, Range Officer in Charge and Range Safety Officers for approved matches or activities.

5. Responsibilities

a. Under the terms of this MOA, the Commander, MCINCR-MCBQ agrees to:

(1) Provide the QSC with use of designated MCINCR-MCBQ rifle, shotgun, and pistol ranges located at the Calvin A. Lloyd Range Complex (CLRC) at WTBn, for recreational and match shooting, on a reimbursable and "as available" basis. Reimbursable cost will be at the MCINCR-MCBQ established rate for range services in effect when the service is due.

(2) In consideration for QSC activities which provide additional range proficiency opportunities for Marines, range fees will be waived.

(3) Provide Range Officer in Charge (ROIC) and Range Safety Officer (RSO) training in order to certify QSC personnel to sign for and operate ranges and facilities at the CLRC. Until QSC proposed RSO/ROICs attend and successfully complete

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the mandatory training, they may not serve as RSO/ROICs aboard
MCINCR-MCBQ.

(4) Provide access to the web-based Range Facility
Management Support System (RFMSS) to a QSC-designated training
point of contact.

(5) At the conclusion of Receiver's daily training
activities, WTBn will carry a post training inspection.

(6) Request the appropriate real estate agreement (if
required and appropriate) from NAVFAC through the, GF,
Installation and Environment Division.

(7) Subject to the appropriate NAVFAC real estate
agreement, permit non-exclusive use of building #27261 (Club
House), building #27252, a gravel parking lot, storage
container(s), approximately 24 square feet of space in each of
the trap/skeet buildings (#27255, 27256, 27257, 27258, 27259),
300 square feet of space in building 27245, and the WTBn
Learning Resource Center in building 27281 (approximately six
times a year).

(8) QSC may be required to pay NAVFAC for administrative
processing fees and the Fair Market Value (FMV) of any real
estate utilized.

(9) Provide the following services:

(a) Electricity, propane, water and trash collection
on a non-reimbursable basis. QSC can also utilize range trash
roll-backs and dumpsters as required, as well as MCBQ recycling
services.

(b) The vetting of all non-DoD affiliated QSC
members, guests, attendees, and participants shall be done IAW
references (b) and (d).

b. Under the terms of this MOA, the President, QSC agrees
to:

(1) QSC reimburses MCINCR-MCBQ for all reimbursable
costs. Such costs may include the use of the range and training
areas supplies, and services provided by MCINCR-MCBQ as
authorized by law and regulation. QSC will pay reimbursable

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costs based on the actual or stabilized rate for supplies or services, as determined by MCINCR-MCBQ under applicable regulations. QSC will provide a cash advance sufficient to satisfy the estimated annual cost of recurring MCINCR-MCBQ support prior to 1 October of each fiscal schedule in which support will be provided. Payments will be delivered to Comptroller, MCINCR-MCBQ, 3250 Catlin Avenue, Quantico, Virginia 22134, by check. QSC will also provide tax identification (ID) or Data Universal Numbering System number to MCINCR-MCBQ Comptroller with each payment. If applicable, QSC will be billed for additional customer orders authorities by law and regulation, as they are received. Any fees for the NAVFAC Real Estate Agreement shall be paid separately to the NAVFAC contracting officer or his or her designee as indicated in the NAVFAC Real Estate Agreement.

(2) QSC to provide their own office supplies, furnishings, and equipment. When located in areas of non-exclusive use, QSC will allow its furnishings and equipment to be utilized by WTBn and other users authorized by WTBn. QSC retains ownership of supplies, furnishings and equipment provided by the QSC.

(3) Provide names of all members and guests without Common Access Cards and DoD affiliation for Command Security and Provost Marshal Office (PMO) vetting and validation, IAW reference (f).

(4) Ensure that, upon sight, QSC members and guests shall inform gate guards and other law enforcement personnel of weapons in their possession.

(5) Comply with all United States Marine Corps (USMC) and local fire protection procedures and directives.

(6) Provide the QSC's own supervision for the health, safety, and welfare of all participants. QSC acknowledges that it has primary responsibility to control the behavior of all participants. All QSC members are guests aboard MCINCR-MCBQ and are expected to adhere to ethical standards of conduct, all laws, regulations, and orders.

(7) Maintain certification as a private organization as required in reference (f), and annually submit applicable recertification documents to maintain compliance.

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(8) Ensure that, all members, guests, attendees, and participants shall comply with, read and acknowledge understanding of reference (d).

(9) Ensure compliance with MCINCR-MCBQ security procedures and when required, request investigative support from the Command PMO.

(10) In accordance with reference (f), submit a written request for all special events aboard MCINCR-MCBQ to the Commander (B 09) for use of any facilities a minimum of 60 days prior to the desired event date.

(11) QSC must submit requests for use of WTBn ranges to Range Management Branch (RMB) electronically via the RFMSS, at least 30 days prior to each shooting event.

(12) Special match events outside of the normal recreational firing require advance approval of the Commander, MCINCR-MCBQ.

(13) The QSC may conduct events subject to additional approval of the Commander, MCINCR-MCBQ.

(14) Upon completion of each shooting event, remove all equipment and materials brought to the site by the QSC, police the area for brass and trash, and restore the area to its original condition.

(15) Safety:

(a) Comply with MCINCR-MCBQ directives and all federal, state, and local regulations related to safety.

(b) WTBn is to take corrective action to correct deficiencies identified in annual safety inspections.

(c) Immediately report mishaps involving death, serious injury, or property damage to RMB at 703-784-5321. QSC is to request assistance from WTBn upon discovery of a potentially unsafe condition.

(16) Comply with all Marine Corps and local fire protection procedures and directives.

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(17) QSC receives immediate emergency medical care from Paramedics from the Quantico Fire & Emergency Services. If additional levels of care are required, medical evacuation to an appropriate treatment facility can be initiated contacting the RCF and following the medevac procedures.

(18) QSC is responsible for providing a state certified Emergency Medical Technician prior to live fire range activities located within the Calvin A. Lloyd Range Complex.

(19) QSC is responsible for providing a Safety Vehicle with a dedicated driver capable of transporting a casualty in the prone. The Safety Vehicle may be the Personally Owned Vehicle of a QSC member. All range activity must cease should the Safety Vehicle be required to respond to an emergency or leave the complex.

6. Guests. Individuals involved with the QSC who are not members are considered guests. Whether guests are permitted at the activities described herein is at the discretion of the Commander, MCINCR-MCBQ. If guests are permitted, references (b) through (f) are applicable. All guests will execute the liability waivers discussed in paragraph 8 below.

7. Fundraising. There are stringent rules regarding fundraising aboard MCINCR-MCBQ. QSC may not engage in fundraising without specific, advance, written permission of the Commander, MCINCR-MCBQ. Refer to reference (f) for further details on fundraising. Match events may have entry fees to cover the cost of that particular match event. Entry fees should closely equate to the event costs. Overages of funds received may be applied to indirect costs incurred.

8. Liability

a. Enclosure (1), Waiver of Liability. All adult participants must fill out and sign this form. Signed forms will be collected and retained by a QSC official, and produced upon request by any MCINCR-MCBQ official. Electronic forms and signatures are authorized.

b. Enclosure (2), Waiver of Liability for Minors. Each participant under the age of 18 must have this form signed by a legal guardian. Signed forms will be collected and retained by a QSC official, and produced upon request by any MCINCR-MCBQ

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official. No one under the age of - 8 may possess, operate, or discharge firearms aboard MCINCR-MCBQ, except as authorized in designated hunting areas and IAW regulations and procedures during hunting seasons.

c. Enclosure (3), Agreement to Indemnify. QSC shall execute an "Agreement to Indemnify" for any loss or damage to the Government arising from the activities of QSC, its member and guests.

d. It is the responsibility of the President, QSC or his official designee, to ensure all waivers and forms are up to date, properly retained, and made available upon request by the Director, Base Property Officer.

e. Weapons must be transported IAW reference (d).

f. QSC will maintain insurance coverage IAW reference (f). QSC will maintain adequate insurance to protect against public liability and property damage claims and other legal actions that may arise as a result of activities of the QSC or its members.

9. Additional Terms and Conditions

a. The QSC agrees to not bring any hazardous waste (i.e., by-products of hazardous materials) aboard MCINCR-MCBQ. Limited quantities of hazardous materials (e.g., paint, cleaning substances, etc.) may be used on a limited basis, provided they are necessary, not expired, and the QSC uses due diligence to refrain from generating any hazardous waste aboard MCINCR-MCBQ. The QSC will be responsible for removing excess hazardous material from MCINCR-MCBQ and ensuring its proper disposal. Should the QSC activities result in the generation of hazardous waste, they must coordinate with the Environmental Compliance Section, Natural Resources and Environmental Affairs (NREA) for manifesting requirements. In the event the QSC spills or releases any petroleum products or suspected hazardous materials, the QSC will immediately report the incident to RMB (703-784-5321) and as quickly thereafter as possible, report the same to NREA if it occurs during working hours by calling (703) 784-4030 or, if it occurs after duty hours, to the Command Duty Officer at 784-2707. The QSC will be responsible for all costs incurred in such clean up, any and all damages resulting

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from such spill and any sums issued against MCINCR-MCBQ as a fine or penalty by regulatory agencies.

b. All drivers and adult passengers are required to have in their possession a valid photo ID issued by a state, federal, or foreign government in order to enter MCINCR-MCBQ. Proper photo ID includes but is not limited to an Armed Forces Identification Card, state driver's license, U.S. or foreign passport, etc. Personnel without proper photo ID may be denied entry to MCINCR-MCBQ.

c. Traffic laws, including, but not limited to, speeding and driving while intoxicated, are strictly enforced aboard MCINCR-MCBQ. The U.S. Magistrate's Court in Alexandria, Virginia, will process all traffic and criminal offenses involving those with no DoD affiliation. Additionally, the U.S. Magistrate's Court will process serious traffic-related offenses (e.g., driving while intoxicated, reckless driving, etc.) allegedly committed by military and DoD-affiliated persons. Furthermore, all traffic offenses aboard the base are processed separately by the Base Traffic Court specifically for base driving privilege purposes. Use of cell phones while driving is not permitted without a hands-free device.

d. No alcoholic beverages are permitted at all QSC activities on MCINCR-MCBQ.

e. QSC members and guests are not authorized to use any recreation fund activities (e.g., fitness centers, marina, theater, auto hobby shop, etc.), or any retail or service operations (e.g., Marine Corps Exchange, commissary, gas station, and package store) aboard MCINCR-MCBQ, unless they independently qualify as eligible patrons. QSC members and guests are authorized to use all food establishments, such as McDonald's and Subway, and may purchase consumable food items from the Marine Marts.

f. QSC shall notify RMB of cancellation at least 48 hours prior to scheduled range usage. Range support cost for the scheduled day and range may be assessed upon QSC, unless RMB is provided with 48 hours of cancellation.

g. The QSC may only conduct recreational fire events on days, and during the hours, that military training is already scheduled. RMB will notify the QSC at least 48 hours prior to

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scheduled recreational fire that they must cancel their event if previously scheduled military training has cancelled. If military training is cancelled less than 48 hours prior to scheduled recreational fire, then the QSC will be permitted to execute their event but must complete firing and depart NLT 1500 on the day of the event. Match events approved in writing by the Commander, MCINCR-MCBQ, will be authorized for execution as scheduled even if military training is cancelled.

h. TECOM funded training devices and automated target systems are organic to some of the ranges utilized by QSC. These assets are intended for tactical training and military use only, and not for recreational fire. The QSC is not permitted use of these systems. The QSC must place their targets in accordance with individual range Standard Operating Procedures to ensure safety and prevent damage to government property on the ranges. The only exceptions to use of TECOM funded devices are that the QSC is authorized the use of target carriages and target stands required to support NRA-style marksmanship shooting and matches. The QSC is also authorized to use the Public Address Systems and non-tactical training assets on KD Range 4 and Pistol Ranges in support of their events. No automated or minor device systems will be delivered or operated by TECOM Contracts in support of QSC events.

i. QSC shall comply with the terms and directives of reference (f), which is applicable to private organizations operating on MCINCR-MCBQ.

10. Modifications

a. Any modification to this MOA will be in writing and approved by the Commander, MCINCR-MCBQ. Disputes regarding terms and conditions of this MOA will be subject to resolution by the Commander, MCINCR-MCBQ.

b. Neither the QSC nor any MCINCR-MCBQ office below that of the Commander, MCINCR-MCBQ can expand the support, services and/or facilities as stated herein without first receiving written authorization from the Commander, MCINCR-MCBQ.

11. Termination. Either party hereto may terminate this MOA upon 30 days written notice to the other party. If this MOA should be so terminated, the QSC shall not have any action or

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recourse against MCINCR-MCBQ, the USMC, the Department of Navy,
the DoD, and all agencies and instrumentalities thereof.

12. Effective Date. This MOA takes effect beginning on the day
after the last party signs. This MOA supersedes and replaces
all previous MOAs between MCINCR-MCBQ and QSC.

13. Expiration Date. This MOA expires 9 years from stamped
date on the first page.

Mark R. Drinkwater 122920
Mark R. Drinkwater (Date)
President, Quantico
Shooting Club

J.R. Kiersma 5 JAN 01
J.R. Kiersma (Date)
AC/S G-7, MCINCR-MCBQ
By direction of the Commander

**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 _____, hereinafter the "*Organization*", on Marine Corps Installations National Capital Region - Marine Corps Base, Quantico (MCINCR-MCBQ). I understand that the organization is a Non-Federal entity and is not a Federal Government entity. I understand that the organization is operating and 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 MCINC-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 of 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 events or activities: events or activities: (Provide a description of the organization's activities that the child will participate in, include the following language if activities are water-related)

Initials _____, Date _____

Enclosure I

Water-related activities:

I understand that water-related activities involve accepting inherent risks including, but not limited to electrocution, the possibility of drowning or near drowning, the unpredictability of weather and water conditions, the risk of injury resulting from being in and around a watercraft and/or a swimming

pool, and injuries resulting from tripping, slipping or falling over obstacles (both seen and unseen) in and around the water. In addition, I understand that the injuries sustained from engaging in water-related activities could be serious or result in death. I acknowledge that water-related activities are high-risk and that engaging in these activities is inherently dangerous and could result in property damage as well as serious bodily injury or death to others or me.

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 parents or guardians, my heirs, executors, administrators, or legal representatives of my estate, or anyone else 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 Installations Command, MCINCR-MCBQ, or any and all individuals assigned to or employed by the United States, to include, but not limited to, the Secretary of the Navy, the Commandant of the Marine Corps, the Commanding General of the Marine Corps Installations Command, or the Commander of MCINCR-MCBQ, 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 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, 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.

Initials _____, Date _____

Enclosure I

PLEASE READ CAREFULLY BEFORE SIGNING

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/Observer

Signature of Participant/Observer

Date

Enclosure I

WAIVER OF LIABILITY
for
PARTICIPANTS UNDER THE AGE OF 18
IN ACTIVITIES AND OTHER EVENTS
aboard
MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION -
MARINE CORPS BASE, QUANTICO, VIRGINIA

We hereby request that our child, _____, be permitted to take part in the _____, hereinafter the "*Organization*", events and activities to be held aboard Marine Corps Installations National Capital Region - Marine Corps Base, Quantico (MCINCR-MCBQ), Virginia, during the dates of _____ under the direction of the organization. I understand that the organization is a non-federal entity and is not a Federal Government entity. I understand that the organization is operating and conducting events on MCINCR-MCBQ by permission of the Federal Government subject to certain terms and conditions. I understand that my child's observation and/or participation in the activities of 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 my child.
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, including physical fitness or sport 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 for me, and on behalf of my child, the specific risks associated with observing or participating in these types of events or activities: (Provide a description of the organization's activities that the child will participate in, include the following language if activities are water-related)

Initials _____, Date _____

Enclosure 2

Water-related activities:

*I understand that water-related activities involve accepting inherent risks including, but not limited to, electrocution, the possibility of drowning or near drowning, the unpredictability of weather and water conditions, the risk of injury resulting from being in and around a watercraft and/or a swimming pool, and injuries resulting from tripping, slipping or falling over obstacles (both seen and unseen) in and around the water. In addition, I understand that the injuries sustained from engaging in water-related activities could be serious or result in death. I **acknowledge that water-related activities are high-risk and that engaging in these activities is inherently dangerous and could result in property damage as well as serious bodily injury or death to others or me.***

In spite of my full knowledge of the risks involved in allowing my child to observe and/or participate in the organization's activities and, in consideration of the privilege for my child 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 death resulting from observation and/or participation of my child in any of the organization's activities, for me, my child, my spouse, my heirs, executors, administrators, or legal representatives of me or my child's estate, or anyone else on mine or my child's behalf, which I or my child 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, or any and all individuals assigned to or employed by the United States, 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, or the Commander of Marine Corps Base, Quantico, 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 for any injury that my child may sustain because of participation and/or observation in any of the organization's activities that result in any damage whatsoever to my child, my child's property, or in my child's death. By signing this document, I acknowledge that the Federal Government, or any agency or employee thereof, is not liable for any injury I or my child 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.

Initials _____, Date _____

Enclosure 2

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

PLEASE READ CAREFULLY BEFORE SIGNING

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.

Signature of parent/guardian Date

Printed Name of Mother/Father/Legal Guardian (please circle one)

On behalf of

Printed Name of Child Date

Health Insurance Coverage (initial the appropriate line):

_____ We do not have health insurance coverage

_____ We do have health insurance coverage (Continue below)

Name of Insurance Provider Policy #

Unit Senior Representative Signature Date

Enclosure 2

AGREEMENT TO INDEMNIFY
for
NON-FEDERAL ENTITY'S ORGNIZATION'S EVENTS AND ACTIVITIES
aboard
MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION -
MARINE CORPS BASE, QUANTICO, VIRGINIA

The signature at the bottom of this Agreement to Indemnify is a certification by the [Name of non-federal entity], hereinafter the "Organization", that every member, guest or participant covered by this agreement that is observing or participating in the activities of the organization has had his/her Waiver of Liability signed and, if a participant is under the age of eighteen (18), signed by his/her appropriate parent or legal guardian; and, that the organization representative has in his or her possession all individual participants' Waivers of Liability, available for inspection on demand. The organization understands that there are inherent risks involved in participation in activities aboard Marine Corps Installations National Capital Region - Marine Corps Base, Quantico (MCINCR-MCBQ), Virginia, and that injury or death could arise from, but is not limited to, physical contact with other participants, physical exertion or from playing conditions, to include field conditions.

The organization understands that by signing this agreement, it expressly assumes any and all risks involved in the organization's activities held aboard MCINCR-MCBQ including, but not limited to, injury or death caused to participants, guests, volunteers, or spectators, and any damage to property.

In consideration for the use of MCINCR-MCBQ facilities, including various open fields aboard MCINCR-MCBQ, for the conduct of the organization's activities during the period [Insert days, month and year or, when applicable, the dates and times indicated in the non-federal entity's Memorandum of Agreement or real estate agreement (e.g., license)], the organization agrees to indemnify the United States Government, the United States Navy, the United States Marine Corps, its officers, military personnel, employees and agents, and all agencies and instrumentalities thereof, against any and all claims whether for damage, loss, injury, or death, brought by any person, group, or organization, as a result of or in connection with the conduct of the organization's activities.

SIGNATURE (organization's authorized representative) Date

PRINTED NAME

Phone Number

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