

NOTICE OF INHERENTLY DANGEROUS ACTIVITY

**OBSERVANCE/PARTICIPATION IN LIVE-FIRE RANGES/TRAINING ABOARD
MARINE CORPS INSTALLATIONS, NATIONAL CAPITAL REGION (MCINCR)-
MARINE CORPS BASE, QUANTICO (MCBQ), VIRGINIA**

I am about to observe/participate in training to be conducted under the direction of the [name of government organization] _____, hereinafter the "Organization", using various ranges and/or training areas aboard Marine Corps Installation, National Capital Region - Marine Corps Base (MCINCR-MCBQ), Quantico, Virginia.

The training, which I am about to observe/participate in, will be held on or associated with MCINCR-MCBQ live-fire ranges and/or training areas on [DATE]. I understand the following **four** cautions with regard to these MCINCR-MCBQ live-fire ranges and/or training areas: **first**, all such live-fire ranges and/or training areas are designed for and used by the Marine Corps for training its personnel in the deadly art of individual and unit combat; **second**, these live-fire ranges and/or training areas have been subject to countless live-fire training exercises and may well contain a variety of unexploded ordnance which, if triggered or encountered by me or during my physical presence on the live-fire ranges and/or training areas, could result in serious bodily injury or death; **third**, these live-fire ranges and/or training areas contain manmade or natural obstacles, some of which may be hidden, which could cause me to stumble, fall, and otherwise suffer serious bodily injury or death; **fourth**, live-fire 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. **Finally**, the training events may involve use of live ammunition and weapons by both instructors and students, including myself, who have varying levels of proficiency in the use of weapons and tactics. **I further understand** that this training may cause injuries associated with physical fitness training like muscle sprains or strains, tendon pulls, dislocation of joints, broken bones; injuries accompanying physical contact with other participants, and the inherent dangers associated with environmental conditions. **Observation of and/or participation in this event are inherently dangerous and could result in property damage as well as serious bodily injury or death to me and to others.**

Consent to Observe/Participate:

As an observer/participant in the training conducted under the direction of the Organization, I agree to obey **all directions and instructions** issued by the instructors and representatives of the host agency (USMC) for the protection of myself, the instructors, and any other observers/participants. I understand that failure to adhere to such directions may result in my immediate and complete removal from the Organization directed training.

I understand that I may withdraw my consent to observe/participate in the Organization directed training at any time by notifying any member of the instructor staff. I further understand that such withdrawal of consent after having given same will require my exclusion from all further Organization directed training.

I understand that observation of/participation in this Organization directed training is voluntary and that by undertaking this training, there are risks attended with observation of/participation in an inherently dangerous training that could result in destruction of my personal property as well as serious personal injury or death to me, instructors, other observers/ participants in the training.

Printed Name of Participant	Signature of Participant	Date
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Printed Name of Parent or Legal Guardian	Signature of Parent or Legal Guardian (Required if participant is under the age of 18)	Date
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Enclosure (3)

AGREEMENT TO INDEMNIFY

BY THE

(insert full name of entity/event)

FOR PARTICIPATION IN THE

MARINE CORPS INSTALLATIONS NATION CAPITAL REGION (MCINCR) –

MARINE CORPS BASE QUANTICO (MCBQ), VIRGINIA

COMMAND VISIT PROGRAM

The signature at the bottom of this Agreement to Indemnify (i.e., not to sue for damages and reimburse the Federal government for costs associated with a lawsuit should anyone else so sue) is a certification by the authorized *[insert full name of entity]* _____, hereinafter the "Organization," official with authority to bind the Organization that the Organization understands that there are inherent risks involved in participation in the MCINCR-MCBQ Command Visit Program, and that injuries or accidents could occur to its participants. The official further confirms that when required for live fire training observation or participation, that every organization participant or participant representative has read and signed a Notice of Inherently Dangerous Activity Statement and that each statement is in his/her possession and is available upon request. The Organization agrees to obey *all directions and instructions* issued by the instructors and representatives of the host agency (USMC) for the protection of the Organization's participants, the instructors, and any other participants. Failure to adhere to such directions may result in the Organization's and its participants' immediate and complete removal from the training event scheduled on _____ *[DATE]* _____.

In consideration for participation in the MCINCR-MCBQ Command Visit Program, to the extent permitted by law, the Organization agrees to indemnify the United States Government, the Department of Defense, the Department of the 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 (including all incidental costs and expenses), brought by any person, group, or organization, as a result of, or in connection with, the Organization training being conducted. Nothing contained within this Agreement will, however, relieve or be construed as relieving the United States, (including it agencies and instrumentalities) and their officers, agents and employees from any liability growing out of its or their negligence, nor will anything contained within this Agreement be construed as an assumption of indemnification on the part of the United States Government, the Department of Defense, the Department of the Navy, the United States Marine Corps, its officers, military personnel, employees and agents, and all agencies and instrumentalities thereof, as against any such liability arising from or growing out of any such negligence.

PLEASE PRINT CLEARLY

Complete Organization Name

Complete Organization Mailing Address

Phone Number

Name of Organization Official

Signature of Organization Official

Date

Enclosure (4)