



SNORKELING ACTIVITY PARTICIPANT ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

The undersigned voluntarily seeks to participate in a snorkeling activity. The snorkeling activity involves use of Forest Service equipment and information provided by Forest Service staff at a snorkeling station; being guided by a Forest Service employee, volunteer, or cooperator or by an employee of a holder of a Forest Service special use authorization during the performance of that person's official duties; and/or participation in the snorkeling activity on National Forest System lands.

Assumption of Risk

The undersigned is voluntarily participating in the snorkeling activity at the undersigned's own risk and is aware that the snorkeling activity is inherently dangerous and that the undersigned may be subjected to the risk of death, personal injury, or damage to the undersigned's property by participating in the snorkeling activity. The undersigned voluntarily assumes the risk of death, personal injury, and property damage, including but not limited to death, personal injury, and property damage arising from or in any way connected with the snorkeling activity. The undersigned acknowledges that the snorkeling activity may involve physical and mental exertion and may involve the potential for death, serious injury, and property loss. The risks may include but are not limited to those caused by water conditions, terrain, facilities, temperature, weather, lack of hydration, the physical condition, knowledge, skills, and training of participants, the potential for the spread of infectious disease, equipment, vehicular traffic, and actions of others, including but not limited to other participants, volunteers, spectators, coaches, and event organizers, officials, and monitors. The undersigned acknowledges that certain health conditions, including but not limited to heart disease, asthma, and lung disease, increase the risks associated with the snorkeling activity. The undersigned acknowledges that the undersigned possesses the requisite physical condition, knowledge, skills, and training to successfully participate in the snorkeling activity despite its inherent risks.

Waiver of Liability

The undersigned hereby agrees that the United States and its officers, agents, and employees shall not be liable to the undersigned or the undersigned's estate, heirs, or assignees for the death of, personal injury to, or property damage sustained by the undersigned as a result of negligence of an officer, agent, or employee of the United States in connection with the undersigned's participation in the snorkeling activity. The undersigned hereby waives any negligence claims the undersigned or the undersigned's estate, heirs, or assignees may have against the United States and its officers, agents, and employees for the death of, personal injury to, or property damage sustained by the undersigned in connection with the undersigned's participation in the snorkeling activity.

Indemnification, Hold Harmless, and Duty to Defend

The undersigned and the undersigned's estate, heirs, and assignees shall indemnify, hold harmless, and defend the United States and its officers, agents, and employees for any injury, loss, or damage the United States may suffer as a result of claims, demands, losses, or judgments, other than those caused by the negligence of the United States or its officers, agents, or employees, arising in connection with the undersigned's participation in the snorkeling activity.



**SNORKELING ACTIVITY PARTICIPANT
ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

THE UNDERSIGNED MUST COMPLETE THE FOLLOWING IN THE UNDERSIGNED'S OWN HANDWRITING:

By signing below, you are confirming that you have read this form (two pages) in its entirety.
By signing below, you are aware that you are agreeing (1) to assume all risk of death, personal injury, and property damage, (2) to waive all claims against the United States for negligence, and (3) to pay the cost of defending the United States in any lawsuit and to pay any damages incurred by the United States in any lawsuit, other than those caused by the negligence of the United States, arising in connection with your or your child's participation in the snorkeling activity.

Participant 18 Years of Age or Older: _____
[name of adult participant]

[signature of adult participant] Date

Participant(s) Under 18 Years of Age (signature of parent/legal guardian required)

[name of minor participant] Date _____
[signature of parent/legal guardian] Date

[name of minor participant] Date _____
[signature of parent/legal guardian] Date

[name of minor participant] Date _____
[signature of parent/legal guardian] Date

[name and title of Forest Service witness] Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is not yet assigned. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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