FREEDOM FEST 2026

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

• THIS IS A LEGAL DOCUMENT •

Please read and fully understand this document before signing. If you have any questions please consult an attorney.

Navy Morale, Welfare and Recreation (MWR) Department, NAS KINGSVILLE (hereinafter Navy MWR NAS KINGSVILLE), and its staff have done everything possible to assure that our patrons have a rewarding experience while participating in a MWR activity or event. We wish to inform our patrons that our events are not risk free. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read, sign, and return this document to our office.

ACKNOWLEDGMENT OF RISK

I _____ (name of participant) hereby acknowledges that I have voluntarily chosen to participate in the Navy ***MWR FREEDOM FEST*** Program (hereinafter called "program") through Navy MWR NAS KINGSVILLE. I am participating in the program with the knowledge of the risks involved and hereby agree to accept any and all inherent risks including, but not limited to, temporary or permanent muscle soreness, sprains, strains, cuts, abrasions, bruises, ligament and/or cartilage damage, head, neck or spinal injuries, loss of use of arms and/or legs, eye damage, disfigurement, or even death (hereinafter called "risks"). I also recognize that there are both foreseeable and unforeseeable risks of injury that may occur as a result of participating is this program. Furthermore, I recognize that participation in the program involves activities and risks incidental thereto, including but not limited to, a fireworks display, pony rides, petting zoo, inflatables, carnival rides, any other activity areas held during the event, from other related activities, limited availability of medical assistance, and the possible reckless conduct of other participants.

I further understand that while participating in the program, there will be times when access to rescue or medical facilities or expertise may be several hours or even days away from the location where risks, hazards, damages, and injuries may occur. I understand that being exposed to risks, hazards, damages, and injuries are inherent in participating in the program and I understand that I should therefore exercise extra care for my own person. I understand the potential for risks, hazards, damages, and injuries to occur, that those risks, hazards, damages, and injuries associated with the program exist, and notwithstanding these risks, hazards, damages, and injuries, I choose to participate in the program, agree to pay the required costs for the program, and voluntarily assume the risk of risks, hazards, damages, and injuries occurring while I participate in the program.

Navy MWR NAS KINGSVILLE may at times deliver passengers to various third parties who will conduct, supervise, guide, or instruct passengers in various sporting or recreational activities, or conduct entire tours (hereinafter called "activity" or "activities"). Navy MWR NAS KINGSVILLE assumes no duty to certify, monitor or verify the qualifications of any third parties involved in these activities. A passenger's concerns regarding the qualifications of any third parties conducting or supervising these activities will be directed to the third parties and a passenger agrees to release, indemnify, and hold harmless Navy MWR NAS KINGSVILLE and its staff, and the U.S. Navy and its members, agents, and employees for liability for risks, hazards, damages, and injuries arising out of the negligence of such third parties.

This list is not an exclusive or exhaustive list of possible risks, hazards, damages, and injuries that may occur participating in this program or activities. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them, and other possible risks, hazards, damages, and injuries not mentioned above. These risks, hazards, damages, and injuries occur more often when the participants are not physically able to undertake these activities.

I certify that my family, including minor children, and myself are fully capable of participating in the program and activities. I state that I have read the above statement on some of the possible risks, hazards, damages, and injuries in the Navy MWR NAS KINGSVILLE program and activities. Therefore, I assume full responsibility for myself and my family, including minor children, for bodily injury, death and loss of personal property, and any expenses as a result of my negligence, negligence of my family members including minor children, negligence of another participant in the program, negligence of Navy MWR NAS KINGSVILLE and its staff, or negligence of the U.S. Navy and its members, agents and employees. I also understand that Navy MWR NAS KINGSVILLE reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Navy MWR Department NAS KINGSVILLE program or activities. My family and I are in good physical condition and able to undertake the program and activities.

I agree to indemnify and hold harmless Navy MWR, Navy MWR NAS KINGSVILLE, NAS KINGSVILLE and its staff, and the U.S. Navy and its members, agents and employees from all risks, claims, damages, losses, injuries, and expenses arising out of or resulting from participation in this program and activities. I further agree to release, acquit and covenant not to sue Navy MWR, Navy MWR NAS KINGSVILLE, NAS KINGSVILLE and its staff, or the U.S. Navy and its members, agents and employees for all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Navy MWR NAS KINGSVILLE or its staff or my family, myself, or my heirs, against Navy MWR NAS KINGSVILLE arising out of participation in the program or activities. In short, I cannot sue Navy MWR, Navy MWR NAS KINGSVILLE, NAS KINGSVILLE and its staff, or the U.S. Navy and its members, agents, and employees, and if I do, I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be governed the Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, whichever is applicable. The terms of this agreement shall continue and be in effect after the MWR program or activity has ended. I hereby give permission for transportation to any medical facility or hospital, and I authorize any guide or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "AIDS" status, in the possession of Navy MWR NAS KINGSVILLE to any medical facility or hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against Navy MWR NAS KINGSVILLE and its staff or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information including but not limited to my HIV or "AIDS" status.

As liquidated damages, I hereby agree that if Navy MWR, Navy MWR NAS KINGSVILLE, NAS KINGSVILLE or its staff, or the U.S. Navy or its members, agents or employees are forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should a court of competent jurisdiction declare any paragraph or part of this agreement enforceable, the remaining parts or paragraphs shall remain in full force and effect.

I authorize and release to Navy MWR NAS KINGSVILLE and its staff the use of my image in any photograph or video recording for any purpose of Navy MWR NAS KINGSVILLE.

I have adequate health, disability and life insurance for my family and myself, or, if I lack adequate insurance, I acknowledge and understand that I will be responsible for the costs of any related care and other expenses.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this 2nd day of July, 2026.

I have read and understood this agreement.

_____ PARENT/GUARDIAN PRINTED NAME & SIGNATURE

_____ SECOND PARTICIPANT NAME

_____ THIRD PARTICIPANT NAME

_____ FOURTH PARTICIPANT NAME

_____ FIFTH PARTICIPANT NAME

_____ SIXTH PARTICIPANT NAME

PHONE: _____ _____ _____

IN CASE OF EMERGENCY PLEASE CONTACT: _____
PHONE: _____
I CARRY MEDICAL INSURANCE. YES _____NO _____
NAME OF PROVIDER: _____