



**MARINE & FAMILY PROGRAMS / SEMPER FIT DIVISIONS  
PRESIDENTIAL FITNESS TEST  
23 July 2026 – Community Center  
Waiver, Release and Hold Harmless from Liability Agreement**

**IN CONSIDERATION OF** myself or my minor child/ren's participation (herein known as the undersigned) in the "Presidential Fitness Test" (hereinafter known as the "Event"), I agree to the following:

1. **ACKNOWLEDGMENT OF RISK:** The undersigned acknowledges the inherent risks associated with the Event, and that participation in the Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases, COVID 19), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; participant's physical/ mental health; accidents involving other participants, staff, volunteers or spectators; contact or collision with other participants, natural or manmade objects; wild life and irregular terrain; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

2. **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** The undersigned assumes all Risks associated and agrees to indemnify, waive, release, hold harmless and forever discharge the United States ("U.S.") Government, the U.S. Marine Corps, Marine Air Ground Task Force Training Command, Marine Corps Air Ground Combat Center Twentynine Palms, California, Marine Corps Community Services ("MCCS"), its employees, agents, contractors and volunteers, (collectively hereinafter known as the "Releasees") and any other individuals or entities connected in any way to the Event from any and all claims for damages, death, personal injury or property damage, to include litigation costs/attorney fees, arising from or contributed to, in whole or in part, by any act, omission, fault or mistake of the above-named persons or entities and their employees or agents, resulting from participation in the Event. The undersigned also agrees for the participant, his/her heirs, executors, administrators or assignees, that in the Event any claim for personal injury, illness, property damage or wrongful death shall be brought against the Releasees, the participant, his/her heirs, executors, administrators shall indemnify and hold harmless the same Releasees from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

3. In connection with participation in this Event, the undersigned hereby authorizes emergency medical treatment by qualified persons in the event of injury or illness to the participant.

4. By participating in this Event, the undersigned affirms the participant is or his/her child/ren are physically able and has/have not been advised against strenuous play or recreational activity by a qualified medical professional.

5. **RULES AND REGULATIONS:** The undersigned also agrees for the participant, to abide by all MCCS rules, regulations and policies, and to follow MCCS staff instructions, or those acting on behalf of MCCS for this Event. The undersigned further agrees his or her failure or that of the participant's to follow MCCS rules, regulations and policies or the instructions of those



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managing the Event, may result in denying participant's continued participation in the Event.

6. PHOTOGRAPHY & VIDEO TAPING: Also by participating in the Event the undersigned gives permission to MCCS the use of his/her name and/or likeness or that of participant's minor child/ren's, relating to participation in the Event. It is further agreed the undersigned waives all rights to any future compensation to which s/he may otherwise be entitled as a result of the use of his/her or that of undersigned's minor child/ren's name or likeness.

7. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the Parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provisions contained herein is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this informed Release, Waiver, and Hold Harmless agreement form and shall in no way affect, impair, or invalidate any other provision herein contained.

8. By signing this Waiver and Release from Liability, Assumption of Risk and Indemnity Agreement, I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in this Event. I also agree to be responsible for any injury or damage caused by me, my child/ren, or other persons under my direction and control at this Event. I understand it fully and I execute the Agreement voluntarily.

DATE: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME OF PARTICIPANT

\_\_\_\_\_  
PRINT NAME OF PARENT/LEGAL GUARDIAN OF MINOR (under 18 years of age) PARTICIPANT

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
SIGNATURE OF PARENT/LEGAL GUARDIAN OF MINOR (under 18 years of age) PARTICIPANT