

JOINT BASE LEWIS-MCCHORD HOLD HARMLESS AND RELEASE AGREEMENT
(as of 8 February 2024)

1. In consideration for the issuance of a hunting, fishing, and/or environmental recreation permit to recreate on Joint Base Lewis-McChord, the Undersigned, and the Undersigned's guardians, heirs, executors, administrators and assigns do hereby fully and forever release from liability, remise, discharge, and agree to hold harmless the government of the United States of America, Department of Defense (DoD), Department of the Army (DA), Joint Base Lewis-McChord (JBLM), and their agents, officers, servants, representatives, employees, non-appropriated fund instrumentalities, and any other person or entity acting for or on behalf of the United States from any and all manner of action, causes of action, suits, charges, claims, demands, judgments and liabilities, of whatever kind or nature to include death, personal injury, and/or property damage, due to accident or negligence, which arises or may arise while on the JBLM premises pursuant to or otherwise related to the aforementioned permits and related recreational activities, as well as the use of the iSportsman system, and further covenants not to sue or file any claim for such death, personal injury, and/or property damage. The Undersigned further acknowledges that this release is given voluntarily and without any representations of any kind, other than those explicitly set forth in this agreement.

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2. The Undersigned acknowledges that he/she obligates him/herself, by virtue of this agreement and the privileges granted by issuance of recreational permits, to review, consider, observe, and obey all applicable JBLM, DoD, and DA rules and regulations, as well as all applicable federal and Washington State law(s) while present on the installation.

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3. The Undersigned further agrees that he/she will not disturb any living trees, shrubs, or other vegetation, or historical or cultural artifacts. The Undersigned further acknowledges that he/she will be held pecuniarily responsible for any and all damage(s) caused by his/her willful or negligent acts or those of his/her agents or persons under his/her supervision and/or control.

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4. The Undersigned acknowledges the areas for which he/she is being permitted entrance are used for military training and that certain hazards, whether known or unknown, exist in these training areas and the streams/lakes of JBLM. The Undersigned acknowledges and agrees that in permitting recreational access to these areas of JBLM, neither the United States, DA, DoD, JBLM, nor their agents, officers, servants, representatives, employees, non-appropriated fund instrumentalities, or any other person or entity acting for or on behalf of the United States is representing such areas as free of human-made or natural hazards. These hazards include but are not limited to the following: concertina and barbed wire; communication wire strung between trees and shrubbery; pits; foxholes; man-made depressions; barricades on roads and trails; unexploded munitions; floating debris; sunken or submerged objects including wire or line obscured

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from view; loose gravel; and aerated water, which increases the risk of drowning. The Undersigned acknowledges and assumes the risk there of, that due to extensive use for military training, he/she is likely to encounter hazards while recreating on the JBLM premises, including but not limited to the aforementioned, and that such hazards pose a significant risk of personal injury, including serious bodily injury and/or death, and property damage. The Undersigned acknowledges that he/she is voluntarily participating in the recreational activities authorized pursuant to the aforementioned recreational permits with full recognition, understanding and appreciation for these potential dangers and risks.

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5. The Undersigned acknowledges the existence of and assumes the risk thereof, the inherent dangers and risks associated with the participation in and proximity to the particular activities permissible pursuant to the aforementioned hunting, fishing, and environmental recreation permits. The Undersigned acknowledges that these activities could involve falling trees, falling rocks, dangerous wildlife, sudden changes in environmental and geological conditions, dangerous tools, firearms, motor vehicles and other circumstances and items which pose a significant risk of personal injury, including serious bodily injury and/or death, and property damage. The Undersigned acknowledges that he/she is voluntarily participating in the recreational activities authorized pursuant to the aforementioned recreational permits with full recognition, understanding and appreciation for these potential dangers and risks.

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6. The Undersigned acknowledges and accepts that the use of Recreational Off-highway Vehicles (ROVs) in the training areas and on designated courses or being within an area in which such vehicles are being used involves the risk of personal injury, including serious bodily injury and/or death, and property damage.

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7. The Undersigned acknowledges and accepts that communications are not available in all areas where hunting, fishing, and recreational activities are permitted and the undersigned acknowledges that this may reduce, delay, inhibit or prevent any form of rescue or medical intervention or evacuation while participating in these activities.

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8. The Undersigned represents that any firearms in which he/she possesses while on the JBLM premises are registered with the JBLM Provost Marshal.

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9. The Undersigned acknowledges that the areas authorized for recreational use on JBLM may contain pyrotechnic devices or munitions that have been fired and/or failed to detonate. The Undersigned agrees that he/she will not pick up, handle, or in any way disturb these or similar items and if encountered, will report the presence of such items to the Range Division for disposition. The Undersigned acknowledges and accepts that removal from the JBLM premises of any unexploded ordinance, component parts or projectiles or any other unidentifiable objects associated with explosives is strictly prohibited and that doing so may subject him/her to criminal penalties.

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10. The Undersigned represents that all required training for the issuance of the recreational permit(s) and participation in the activities authorized therefrom have been received and completed in accordance with all applicable JBLM rules, policies, procedures and guidelines.

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11. The Undersigned acknowledges that issuance of any JBLM Recreational Permit is not authority to enter all areas within JBLM; The Undersigned further acknowledges that only those areas authorized for entry pursuant to the permit issued and as reflected within the iSportman system may be accessed, and that prior to entry, an Access Pass must also be obtained and prominently displayed on the participant's vehicle.

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12. The Undersigned acknowledges that the Commander, JBLM, reserves the right to withdraw any permits at any time. The Undersigned acknowledges that permits may be withdrawn because of violations of the terms above or may otherwise be withdrawn at any time by the Commander, JBLM, or his designated representative.

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Participant signature _____ Date _____

Participant signing as responsible parent/guardian of the following: _____

Minor guest name _____ Responsible party signature _____

Minor guest name _____ Responsible party signature _____