



**MARINE CORPS COMMUNITY SERVICES (MCCS)
INFORMED CONSENT AND WAIVER OF LIABILITY**

PLEASE READ AND SIGN

I understand that there are various risks involved with my use and enjoyment of the recreational facilities at the Marine Corps Community Services (MCCS) Fishing Pond, MCAS Miramar, California on _____ (date and time). I understand that risks of use and enjoyment of the MCCS Fishing Pond include, but are not limited to, injuries or death caused by the following: the negligence of other visitors in the vicinity; negligence of motor vehicle operators in the vicinity; steep footpaths; docks built up to 15 above Fishing Pond level with no handrails; an unsupervised body of water without life guard services; excessive distance to medical care facilities; and excessive traffic on routes to medical care facilities. I certify that I am physically able and have not been advised against strenuous hiking or recreational activity by a qualified health professional. I agree that, prior to using the MCCS Fishing Pond recreational area, I will inspect the event facilities, equipment, and areas to be used and, if I believe any are unsafe, I will immediately advise MCCS employees. I further agree that I will obey all posted Fishing Pond rules, regulations and warning signs and will avoid posted "off limits" areas.

In consideration of my use and enjoyment of the MCCS Fishing Pond recreational area, I hereby assume all risks associated with such use, including but not limited to the following: drowning; falls; contact with other visitors; effects of weather including heat or humidity; the condition of the roads; terrain; personal physical condition; vehicles; and lack of hydration. I further agree to indemnify, waive, release, and forever discharge the U.S. Government, the U.S. Marine Corps, MCAS Miramar, California, Marine Corps Community Services, Marine Corps Community Services employees, and any other individuals or entities connected in any way the MCCS Fishing Pond recreational area from any and all claims for damages, death, personal injury or property damage and litigation costs/attorneys' 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 my usage of the MCCS Fishing Pond recreational area. This informed consent and waiver of liability agreement shall be binding on my heirs and assigns and shall run in favor of the above-named persons or entities and any individuals in any way connected with the aforementioned MCCS Fishing Pond recreational area.

I hereby authorize emergency medical treatment in the event of injury or illness. I also authorize trained health care providers, including, but not limited to physicians, nurses, nurse practitioners, and hospital corpsmen to administer routine and/or emergency medicines and treatments, as needed.

I certify that I have read all the provisions of this informed consent and waiver of liability form and fully understand all of the same. If any provisions contained in this informed consent and waiver of liability form are 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 consent and waiver of liability agreement form and shall in no way affect, impair or invalidate any other provision herein contained.

Name of Participant _____

Signature: _____
(parent of visitor if under 18)

Date: _____

(See rules & regulations back page)

RULES & REGULATIONS

By my consent below, I have read and understand the following rules & regulations pertaining to the **Marine Corps Community Services (MCCS) Fishing Pond, MCAS Miramar, California.**

Authorized Usage

- ❖ Active Duty, Reservists, Retired, DoD and Family Members.
- ❖ One Guest per authorized ID card holder with valid permit.

Fishing

- ❖ A valid MCAS Miramar permit is required at all times.
- ❖ Fish may be caught with a hook and line only.
- ❖ Fishing is only authorized from designated areas.
- ❖ The use of minnows, frogs, shiners or other game fish as bait is not permitted.
- ❖ Chum or attractant is not permitted.

Fish Size & Take Limits

- ❖ Bass 2 each at 12 inches
- ❖ Catfish 3 each at 12 inches
- ❖ Bluegill 10 each-no size limit
- ❖ **Catch and release is highly encouraged**

Docks

- ❖ No running or jumping off docks.

RESTRICTIONS

- ❖ No alcohol
- ❖ No glass containers
- ❖ No smoking
- ❖ No fires, barbeques, fire pits
- ❖ No swimming
- ❖ No boating

Print Name: _____ Signature: _____

Telephone:(w)_____ Rank:_____ Branch:_____

(h)_____ Comm and:_____

Mailing Address:_____

City _____ Zip _____ Date _____

Parents Signature:_____ Permit#:_____

(If under 18)

OFFICE USE ONLY

Permit#:_____ Staff Initials:_____ Date:_____

(If Minor)Permit#:_____ Staff Initials:_____ Date:_____