

**USDA-FOREST SERVICE  
ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

The undersigned voluntarily seeks to participate in a Snorkeling Activity (the "Activity") in waterbodies located on National Forest System (NFS) lands. The Activity includes accompanying and being guided by a Forest Service employee during the performance of their official duties on NFS lands.

**Assumption of Risk**

The undersigned is participating and his/her own risk, and aware that the Activity is inherently dangerous and that he/she may be subjected to the risk of death, personal injury, or damage to his/her property by snorkeling in water bodies on NFS lands. The undersigned voluntarily assumes the risk of death, personal injury, and property damage, including but not limited to death, personal injury, and property damage caused during the Activity. I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

**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 his/her 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 while the undersigned is performing the Activity on NFS lands.

**Hold Harmless and Indemnity**

The undersigned and his/her estate, heirs, and assignees shall hold harmless and indemnify 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 Activity on NFS lands.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge USDA Forest Service, Cherokee National Forest and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against USDA Forest Service, Cherokee National Forest for personal injury or property damage.

I acknowledge that I have carefully read this "assumption of risk, waiver of liability and indemnification agreement" and fully understand that it is a release of liability. I expressly agree to release and discharge USDA Forest Service, Cherokee National Forest and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against USDA Forest Service, Cherokee National Forest for personal injury or property damage.

