

ACKNOWLEDGMENT OF DANGER AND RELEASE, HOLD HARMLESS AGREEMENT

AND

PERMIT TO ACCESS

BARRY M. GOLDWATER RANGE (BMGR);

CABEZA PRIETA NATIONAL WILDLIFE REFUGE (CPNWR);

AREA "A" PORTION OF SONORAN DESERT NATIONAL MONUMENT (SDNM Area A)

PERMIT #

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. §§ 2671, 5013, 5043, and 8013; 18 U.S.C § 1382; 16 U.S.C. § 670(a)(3)(A); 16 U.S.C. § 668(dd); MLWA; Title 50 CFR Part 13, Subparts B & C; Title 43 CFR Subtitle B, Chapter II, Subchapter B, Part 2930.

PRINCIPAL PURPOSE: This Acknowledgment of Danger and Release, Hold Harmless Agreement, and Permit to Access (Agreement and Permit) conveys the risks and requirements to be assumed by permit holders upon entry to authorized access areas. It indicates certification and agreement by an individual, group, agency, or corporation to hold the U.S. Government, Department of Defense, Department of Interior, and BMGR Lessee, or Lessor, harmless in consideration of permission granted by the U.S. Government to visit the BMGR, CPNWR, and/or SDNM Area A.

ROUTINE USE: This completed Agreement and Permit is required in order to receive a permit for each individual visitor access to the BMGR, CPNWR, and/or the SDNM Area A.

DISCLOSURE: Voluntary; however, completion of this form is necessary to process access. Thus, failure to provide the information on this form may result in an individual, group, or agency or corporation being denied access to the BMGR, CPNWR, and/or the SDNM Area A.

ISSUING AGENCIES: Arizona Bureau of Land Management for SDNM Area A, CPNWR, Luke Air Force Base for Area B of the BMGR – East, Marine Corps Air Station Yuma for the BMGR – West.

PERIOD AND PROVISIONS: Permits are valid from July 1 through June 30 of the year issued. The terms and conditions of this Agreement and Permit are applicable to any visitor access to BMGR/CPNWR/SDNM Area A only. Any violations of the terms and conditions of this Agreement and Permit are considered to be violations of access permits.

PLEASE READ AND INITIAL EACH ITEM – your initials indicate that you have read and understand the terms and conditions of this Agreement and Permit, and that you will abide by these terms and conditions.

_____1. I understand I can only access the specified public use areas of the BMGR/CPNWR/SDNM Area A as designated on the map(s) provided with a Permit. Neither the Agreement nor the Permit grants access to, or the right to enter any of the adjacent military land. Specifically, this permit does not grant access to Tactical, Numbered, or Light Amplification by Stimulated Emission of Radiation (LASER) ranges. I understand some public use areas may be periodically closed due to authorized military operations.

_____2. Access to BMGR/CPNWR/SDNM Area A presents the danger of property damage. Access also presents the danger of permanent, painful, disabling, and disfiguring injury or death due to high explosive detonations from falling objects such as aircraft, aerial targets, live ammunition, missiles, bombs, and other similar dangerous situations. There are also physical injury and health dangers from ground and aerial LASER and other electromagnetic emissions.

_____3. Access to BMGR/CPNWR/SDNM Area A presents the danger of property damage. Access also presents the danger of permanent, painful, disabling, and disfiguring injury or death due to expended, but still live, bombs, rockets, cannon rounds, flares, and other types of warheads that may be present due to current or historic military use of the areas. Unexploded munitions may be encountered anywhere within the BMGR/CPNWR/ SDNM Area A, lying on the ground, partially or completely buried. These munitions can still explode though they may have lain in the desert for decades. I have been instructed NOT to approach or disturb any military equipment, unexploded ordinance or munitions debris of any kind discovered on the BMGR/CPNWR/SDNM Area A.

_____4. The BMGR/CPNWR/SDNM Area A presents the danger of injury or death from the presence of old mine shafts and other openings or weaknesses in the earth, as well as other natural and/or man-made conditions which are too numerous to recite herein.

_____5. The BMGR/CPNWR/SDNM Area A cannot feasibly be marked to warn of the location and nature of each danger. Further, there are few road signs or other navigational aids to assist visitors.

_____6. The BMGR/CPNWR/SDNM Area A occurs in one of the most extreme environments in North America. I have been advised to guard against the dangers presented by the rugged landscape, high temperatures, remoteness, and other threats such as venomous reptiles, among other dangers. The BMGR/CPNWR/ SDNM Area A contains no sources of safe drinking water. I have been advised to pack sufficient water, food, and first aid supplies with me at all times; and to prepare for contingency matters due to the harsh conditions of BMGR/CPNWR/ SDNM Area A.

_____7. The BMGR/CPNWR/SDNM Area A has no services. If I get lost, if my vehicle breaks down, or in the case of any predicament, emergency services are not guaranteed. Patrols are random at the BMGR/CPNWR/SDNM Area A. I certify that I have informed friends and/or family of my anticipated route and time of return from the BMGR/CPNWR/SDNM Area A. I will bear the full cost of all search and rescue activities resulting from my actions on the BMGR/CPNWR/SDNM Area A.

_____8. I have been warned that I am responsible for knowing and abiding by all military instructions, federal, and state laws, regulations and rules pertaining to access and use of BMGR/CPNWR/SDNM Area A.

_____9. I recognize that the CPNWR is a National Wildlife Refuge and a designated wilderness area with significant differences in use. I have read and understand the laws, rules and regulations pertaining to CPNWR and will follow them.

_____10. The airspace over the BMGR-East and BMGR-West is designated as Restricted Airspace. As such, the use of privately owned unmanned aerial systems (I.E. Drones) is NOT authorized within or over the BMGR-East when the restricted airspace is active, or at any time within or over the BMGR-West. Under NOTAM 7/7282, pursuant to 14 CFR § 99.7, such privately owned unmanned aerial systems are prohibited within or over DoD facilities. Drones are also NOT authorized within or over any portion of the CPNWR without a special use permit. Violations are subject to criminal charges, civil penalties, and other administrative actions.

_____11. Anyone granted a permit for access to BMGR/CPNWR/SDNM Area A who violates the parameters of their permit is subject to judicial penalties to include fines, civil action, and/or debarment.

_____12. I am aware there is the possibility of encountering undocumented aliens while on the BMGR/CPNWR/Area A portion of the SDNM. When on the BMGR/CPNWR/SDNM Area A, I will possess a valid permit at all times and present it upon request to any authorized Department of Defense, Department of the Interior, or Department of Homeland Security employee, or state, county or local law enforcement officer. Any person without a valid permit may be fined and/or barred from the BMGR/CPNWR/SDNM Area A.

_____13. Abandonment of personal property or possessions. I agree that I will not abandon personal property or possessions on BMGR/CPNWR/SDNM Area A. I am responsible for removing any and all personal property or possessions that I bring onto the BMGR/CPNWR/SDNM Area A. I agree to remove from the BMGR/CPNWR/SDNM Area A all personal property or possessions, including but not limited to, objects, debris, water bottles, water containers, food, food items, food containers blankets, clothing, footwear, medical supplies, garbage, or trash generated by and/or used by me and/or my group. I understand that my permit may be suspended or revoked if I am found to be in violation of this section of this permit. I understand that I may be subject to judicial penalties to include fines, civil action, and/or debarment for failure to remove all personal property or possessions from BMGR/CPNWR/SDNM Area A.

_____14. I UNDERSTAND I MUST CALL PRIOR TO EACH VISIT TO BMGR or SDNM Area A TO RECORD SPECIFIC TRIP INFORMATION AND TO RECEIVE ANY INFORMATION ABOUT WILDLAND FIRES, ROAD CLOSURES, HAZARDS, OR OTHER PERTINENT INFORMATION. For BMGR-West, I will call 800-979-0657 or login to www.rangeaccess.com; for SDNM Area A, and BMGR-East, I will call 623-856-5241; IF VISITING CPNWR, I WILL SIGN IN AT THE REFUGE ENTRANCE KIOSK.

Upon my own initiative, therefore, and at my own risk, I accept permission to enter BMGR/CPNWR/SDNM Area A and in consideration of such permission do, for myself, my spouse, my children, my heirs, personal representatives, and assignees of the same, remise, release, and forever discharge as well as agree to indemnify and hold harmless the United States Government, any lessee therefrom, any individual officer, agent, employee, or director thereof from any claim of liability for injury, death, or property damage arising out of my usage of or presence upon said BMGR/CPNWR/SDNM Area A in accordance with permission to enter thereon.

I further affirm that I will never prosecute or assist in prosecuting any civil action against the United States Government, the U.S. Marine Corps, U.S. Air Force, or U.S. Department of Interior, or any of their agents, employees, service members, contractors, or lessees for claim or liability arising from my entry to the BMGR/CPNWR/SDNM Area A.

Each adult individual (18 years or older) in the group must complete and sign and submit a separate Hold Harmless Agreement and Permit:

Name (Print or Type) Date

Street Address City/State/Zip Code

Home Telephone Work Telephone

Driver's License Number and State: _____

Vehicle(s) Description(s): **(NOTE All vehicles must be registered, insured, and Arizona highway legal.**

Veh. #1: Year _____ Make _____ Model _____ Color _____
License# _____ State _____ 4WD: Yes _____ No _____

Veh. #2: Year _____ Make _____ Model _____ Color _____
License# _____ State _____ 4WD: Yes _____ No _____

I, _____, have received a map with regulations and procedures for legal access to the BMGR/CPNWR/SDNM Area A. I understand that non-compliance with any state and federal laws, and BMGR/CPNWR/SDNM Area A rules and regulations by myself, or anyone accompanied by myself, is a violation of this Agreement and Permit, which is a condition of obtaining a permit for access to BMGR/CPNWR/SDNM Area A. My access may be revoked or suspended for violations or conduct inconsistent to the management goals of the BMGR/CPNWR/SDNM Area A. **I CERTIFY THAT BEFORE SIGNING BELOW, I DID RECEIVE, READ, AND UNDERSTAND THE HOLD HARMLESS AGREEMENT AND PERMIT, THE BMGR/CPNWR/SDNM Area A REGULATIONS, AND MAP.**

Signature & Date