

## CONTRACT OF RELEASE AND WAIVER OF LIABILITY

I, \_\_\_\_\_, ("Participant/Releasor"), acknowledge and agree that I have voluntarily applied to participate in ROTC/JROTC military-style training activities ("Training"), which may include any of the following (examples include, but are not limited to): rock climbing, rappelling, drill and ceremonies (marching and parades), field training, military maneuvers, water events (such as swimming, boating, rafting or any event involving water that is not specifically mentioned elsewhere), sports or athletic events (which may involve rigorous exercise), rope climbing (includes any event involving a rope that is not specifically mentioned elsewhere), and similar such activities:

I AM AWARE AND ACKNOWLEDGE THAT THE ACTIVITIES IN WHICH I WILL PARTICIPATE ARE INHERENTLY DANGEROUS. THE INHERENT HAZARDS OF SUCH ACTIVITIES COULD CAUSE SERIOUS INJURY OR DEATH. I HEREBY AFFIRM THAT I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL DANGERS INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. I AFFIRM THAT I AM IN GOOD HEALTH AND THAT I HAVE NO MEDICAL OR PHYSICAL CONDITIONS THAT CAN, WILL OR MIGHT PREVENT MY SUCCESSFUL PARTICIPATION IN ANY TRAINING ACTIVITIES, AND I FURTHER AFFIRM THAT I PRESENTLY AM COVERED BY AN ADEQUATE HEALTH AND LIFE INSURANCE POLICIES THAT WILL COVER ANY INJURIES OR DEATH THAT I MIGHT SUFFER WHILE PARTICIPATING IN ANY TRAINING ACTIVITIES.

In consideration for being permitted by the U.S. Army and any agency or employee of the U.S. Government ("U.S.G."), and any lessor/owner of the premises ("Lessor"), or the owner of any of equipment or facilities ("Affiliated Individuals or Organizations") required to participate in any Training and use or be on or in the premises and facilities wherein or whereon the Training will take place, I, the Participant/Releasor do hereby forever release the U.S.G., the Lessor, or any Affiliated Organizations, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly or indirectly connected to these activities, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, legatees, distributees, guardians, next of kin, spouse and legal representatives waive any and all rights I might have to make a claim against, sue, or attach the property, personal or public, of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE U.S.G., THE LESSOR, AND ANY AFFILIATED ORGANIZATIONS, AND RELEASEES AND SIGN IT KNOWINGLY, VOLUNTARILY AND OF MY OWN FREE WILL (OR ON BEHALF OF BOTH MYSELF AND MY MINOR CHILD), AND ASSUME ANY AND ALL RISKS OF AND LIABILITY FOR INJURY OR DEATH ASSOCIATED WITH OR ARISING FROM MY PARTICIPATION IN ANY TRAINING ACTIVITIES.

**If Signed by Parent or Guardian:** I verify, affirm and acknowledge that the dangers of the activities and the significance of this Release and Waiver were explained to both myself and the Participant/Releasee, to my satisfaction, and that both I and the Participant/Releasee understand and consent to risking them.

Executed at \_\_\_\_\_, \_\_\_\_\_, ON \_\_\_\_\_, 2 \_\_\_\_\_  
City State Date Year

### PARTICIPANT/RELEASOR AGREEMENT

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_

### PARENT OR GUARDIAN AGREEMENT

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_

**IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, PARTICIPANT'S PARENT OR GUARDIAN MUST SIGN THIS FORM WHERE INDICATED.**

Authorized agent of the U.S.G., the Lessor, any Affiliated Organizations, and the Releasees:

Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_