STATEMENT REQUIRED BY PRIVACY ACT OF 1974, AS AMENDED

1. AUTHORITY: Title 10. U.S. Code 2102, as amended.

2. PRINCIPAL PURPOSE(S): A statement/agreement/contract releasing the U.S. Government it's employees, agents and training partners from all liability for injury or death to persons, or damages to property, of any person who voluntarily elects to participate in any risky Army Training programs as defined herein.

3. ROUTINE USES: Normal Personnel Action. Disclosure of any information herein may be provided to any and all proper authorities for any lawful purpose, to include law-enforcement, litigation (legal actions as a result of injury or death, or property damage), and investigations of any incidents or accidents that might result from the participation of any individual in risky Army Training.

4. MANDATORY OR VOLUNTARY DISCLOSURE AND EFFECT OF FAILING TO PROVIDE THE REQUESTED INFORMATION: Disclosure is voluntary. However, failure to complete this form and execute this contract will disqualify and prevent individual participation in any risky Army Training activities.

ARMY SENIOR ROTC/JUNIOR ROTC
CONTRACT OF INDEMNIFICATION AND RELEASE/WAIVER OF LIABILITY

(Not To Be Used For/By Senior ROTC Enrolled but not contracted Cadets or Senior ROTC Contracted Cadets)

I. I, _____, ("Participant/Releasor"), acknowledge and agree that I have voluntarily applied to participate in
(Full Name of Participant/Releasor-Please Print Legibly)
ROTC/JROTC military-style training activities ("Army Training"), which may include any of the following risky events: rock climbing, rappelling, sports or athletic events (which may involve rigorous exercise), rope climbing (includes any event involving a rope that is not specifically described), and similar such activities:

II. **I AM AWARE, ACKNOWLEDGE, AFFIRM AND AGREE THAT:**

i. **MY PARTICIPATION IN ANY RISKY ARMY TRAINING IS COMPLETELY AND STRICTLY VOLUNTARY;**

ii. **THE ARMY TRAINING ACTIVITIES IN WHICH I VOLUNTARILY CHOOSE TO PARTICIPATE AFTER SIGNING THIS WAIVER ARE RISKY AND INHERENTLY DANGEROUS;**

iii. **THE INHERENT HAZARDS OF SUCH ACTIVITIES COULD CAUSE BOTH MINOR AND SERIOUS INJURIES OR EVEN DEATH;**

iv. **I VOLUNTARILY CHOOSE TO PARTICIPATE IN RISKY ARMY TRAINING ACTIVITIES WITH FULL KNOWLEDGE (AND ACCEPTANCE OF) ALL THE INHERENT AND/OR OBVIOUS AND/OR UNKNOWN RISKS AND/OR DANGERS INVOLVED;**

v. **I ASSUME ANY AND ALL RISKS OF AND RESPONSIBILITY FOR ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN, UNKNOWN, FORESEEABLE OR UNFORSEEABLE;**

vi. **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;**

vii. **I AM PRESENTLY COVERED BY ADEQUATE HEALTH AND/OR LIFE INSURANCE POLICIES THAT WILL INSURE AND COVER ANY INJURIES OR DEATH, AND RELATED COSTS/EXPENSES THAT I MIGHT SUFFER WHILE PARTICIPATING IN ANY ARMY TRAINING ACTIVITIES;**

viii. **WHEN IN DOUBT, CONFUSED OR UNCERTAIN ABOUT ANY ARMY TRAINING OR MY RESPONSIBILITIES AS A PARTICIPANT IN ANY ARMY TRAINING, I WILL ASK AS MANY QUESTIONS AS NECESSARY TO ENSURE THAT I UNDERSTAND THE ARMY TRAINING, WHAT IS EXPECTED OF ME AS A PARTICIPANT IN THAT ARMY TRAINING AND WHAT I AM DOING IN THAT ARMY TRAINING;**

ix. **IF I DO NOT ASK ANY QUESTIONS, THAT IT IS AND WILL BE PRESUMED THAT I AM AWARE OF WHAT IS EXPECTED FROM ME AS A PARTICIPANT AND THAT I AM READY, WILLING, ABLE AND QUALIFIED, MENTALLY, EMOTIONALLY, AND PHYSICALLY, TO PARTICIPATE IN THAT ARMY TRAINING;**

x. **I WILL COOPERATE WITH ANY AND ALL ARMY TRAINING BY FOLLOWING ALL INSTRUCTIONS/DIRECTIONS AND WILL REPORT ANY UNSAFE ACTS;**

xi. **FAILING TO COOPERATE BY IGNORING OR FAILING TO FOLLOW INSTRUCTIONS/DIRECTIONS AND/OR REPORT ANY UNSAFE ACTS COULD RESULT IN BOTH MINOR AND/OR SERIOUS INJURIES, AS WELL AS DEATH; AND**

xii. **IF I FAIL TO COOPERATE IN ANY ARMY TRAINING BY REFUSING TO OR NOT FOLLOWING ALL THE DIRECTIONS/INSTRUCTIONS OF THE RELEASEES, OR FAIL TO REPORT UNSAFE ACTS, I MAY BE EJECTED FROM THE TRAINING SITE/FACILITY AND DENIED THE OPPORTUNITY TO PARTICIPATE IN FURTHER/FUTURE ARMY TRAINING.**

III. Release Of All Claims and Rights:

a. In consideration of and for being permitted to participate in any risky Army Training by the U.S. Army and/or any agency or employee

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of the U.S. Government ("U.S.G."), and/or any owner of any premises ("Lessor") on which any Army Training occurs, and/or the owner of any equipment or facilities ("Affiliated Individuals or Organizations") used as part of any Army Training: **I, the Participant/Releasor, or the Parent/Guardian thereof, on both my behalf and that of the Participant/Releasor, do hereby forever release the U.S.G., the Lessor, and/or any Affiliated Organizations, and/or their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively the "Releasees") from <u>any and all actions, suits, claims, or demands</u> that I, or my child/ward or my/their 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 any Army Training activities; and/or**

ii. **the negligence and/or other acts by any Releasee, whether directly or indirectly connected to any Army Training activities, however caused; and/or**

iii. **the condition of the premises/location where any Army Training in which I participated occurred, and/or the condition of the equipment used, regardless of whether I am or was participating in the activities at the time the injury/death occurred, and/or at any other time, such as when the injury/death manifests itself at a later date/time/place.**

b. **I further affirm and agree that I, on my behalf (or that of my child/ward) and on behalf of my/their assignees, heirs, legatees, distributees, guardians, next of kin, spouse and/or legal representatives, do hereby forever waive <u>any and all rights</u> I or my child/ward 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 this release.**

IV. Indemnification Clause: I agree that I will fully indemnify the U.S.G., the Lessor, and/or any Affiliated Organizations, and/or their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively the "Releasees") in the event of any loss whatsoever that they might or do incur, collectively or individually, as a result of any and all claims that might or will be brought against them by me, my child/ward and/or my/their assignees, heirs, legatees, distributees, guardians, next of kin, spouse and/or legal representatives.

V. Complete Document Clause: I agree that this is the complete and full sum and substance of my agreement/contract with U.S.G., the Lessor, and/or any Affiliated Organizations, and/or their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively the "Releasees") and that no other evidence of any type, nature, or form from outside this instrument can or will be used to resolve any disputes arising under this instrument. All such disputes will be resolved by an interpretation that effectuates the parties' agreement, *to-wit*: I was allowed to participate in any Army Training in exchange for my releasing all rights and claims I might have for injuries arising out of or from my participation in any Army Training.

VI. Choice of Law and Forum Selection Clause: I agree that any and all claims and/or litigation arising from or out of my participation in any risky Army Training will be governed by the laws of the State of Kentucky, and will only be brought in the appropriate forum within the Western District of Kentucky, the location of the HQ, U.S. Army Cadet Command.

I AFFIRM AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT ALLOWING MY OR MY CHILD/WARDs PARTICIPATION IN RISKY ARMY TRAINING, AS WELL AS A CONTRACT OF INDEMNIFICATION BETWEEN MYSELF (AND ON BEHALF OF MY CHILD/WARD) AND THE COLLECTIVE RELEASEES AND I SIGN IT KNOWINGLY, VOLUNTARILY AND OF MY OWN FREE WILL (AND/OR ON BEHALF OF BOTH MYSELF AND MY MINOR CHILD/WARD), AND/OR I (OR MY MINOR CHILD/WARD) ASSUME ANY AN ALL RISKS OF AND LIABILITY FOR ANY INJURY OR DEATH ASSOCIATED WITH OR ARISING FROM MY/THEIR PARTICIPATION IN ANY ARMY TRAINING ACTIVITIES AS A CONSEQUENCE OF SIGNING THIS FORM.

<u>If Signed by Parent or Guardian</u>: I verify, affirm and acknowledge that the risks and dangers of the Army Training and the significance of this Indemnification, Release and Waiver were explained to both myself and/or the Participant/Releasor, to my/our satisfaction, and that both I and the Participant/Releasor understand and consent to assuming those risks, and that the I and/or the Participant/Releasor is in generally good health and physically, mentally, and emotionally capable of successful cooperating in and completing any Army Training.

Executed at _____, _____ on _____, 2_____.
City State Day/Month Year

PARTICIPANT/RELEASOR AGREEMENT

_____ _____
Printed Name Age

_____
Signature

Address:_____

_____

PARENT/GUARDIAN AGREEMENT
(Required if Participant/Releasor is a minor)

_____
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 RELEASEES:

Printed Name:	**Position/Duty Title:** (MUST BE AN ACTIVE DUTY ROTC CADRE MEMBER)	**Signature:**	**Date:**
_____	_____	_____	_____

SPECIAL INSTRUCTIONS:
THIS IS A LEGAL DOCUMENT. THE ORIGINAL, SIGNED CONTRACT INSTRUMENT MUST BE PRINTED ON BOTH SIDES OF A SINGLE SHEET TO PREVENT LOST OR SEPARATED PAGES. COPIES OF THE ORIGINAL MAY BE MADE ON TWO SINGLE-SIDED SHEETS.