

JROTC Contract of Release and Waiver of Liability Agreement (Agreement)

PRIVACY ACT STATEMENT

This information is collected pursuant to 5 USC 301. The purpose of this information is to form a legally binding release agreement. The information will be used to evaluate and defend potential claims against individuals concerned and the United States Government. The information could ultimately be used in civil litigation and in preparation for litigation. Supplying this information is voluntary; however, failure to provide the information could result in a denial of permission to participate in the events stated below.

Event Name (Event): _____ Event Date: _____
School Name (School): _____ State (State): _____

Release and Waiver of Liability. I, the undersigned, (and my undersigned Guardian(s) and/or parent(s) if I am under 18 years old) acting in my own capacity and on behalf of myself, my heirs, children, wards, guardians, executors, administrators, subrogees, assigns, and estate, do hereby release the United States, U.S. Army, U.S. Army Cadet Command, State, School, and its officers, organizations, agents, and employees from any liability, claims, court actions, or causes of action for personal injury, death, property damage or other loss which I may suffer that relate or pertain to or arise from, directly or indirectly, my participating in and transporting to and from the Event. I understand and hereby accept the risk of participating in the Event.

Governing Law: The terms of this Agreement shall be governed and interpreted in accordance with the statutes and regulations of the United States, including but not limited to the regulations of the Department of Defense, Department of the Army, and U.S. Army Cadet Command, federal law, including but not limited to federal common law, and, when state law is incorporated as federal law, by the State laws.

Forum Selection: Any dispute, claim, case, or other action arising from or pertaining to participation in the Event shall be brought before and resolved before the appropriate Federal administrative and/or judicial forum. If no Federal forum is available then it shall be brought in the appropriate State forum, except to the extent applicable federal law vests subject matter jurisdiction in another forum.

Medical/Hospitalization Insurance: I represent that to the best of my knowledge I am covered by medical and hospitalization insurance or other financial assurance mechanism which will cover medical care, treatment, hospitalization, and/or emergency medical transportation which may arise during the Event. I (and my Guardian(s) and/or parents) acknowledge that participation in the Event does not entitle me to medical/hospitalization care, treatment, and/or cost payment by the United States, Department of Defense, Department of the Army, U.S. Army Cadet Command, State, or School.

Hold Harmless: I further agree to reimburse, indemnify, and hold harmless the U.S. Army, U.S. Army Cadet Command, State, School, and its officers, organizations, agents, and employees from and against any and all claims, demands, rights, and causes of action of any kind, whether known or unknown, including without limitation claims for subrogation, indemnity, contribution, or lien of any kind, or for fees, costs, expenses, survival or wrongful death that relate or pertain to or arise from, directly or indirectly, any of my acts or omissions while participating in the Event.

I enter this JROTC Contract of Release and Waiver of Liability Agreement voluntarily and accept being allowed to participate in the Event as full and complete consideration for my entry into this Agreement.

PARTICIPANT NAME

PARENT/GUARDIAN NAME

PARTICIPANT SIGNATURE

PARENT/GUARDIAN SIGNATURE
(If Participant is Under the Age of 18)

DATE

DATE

WITNESS SIGNATURE

WITNESS NAME

DATE