



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)

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 any and all actions, suits, claims, or demands 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 any and all rights 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/WARD'S 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.

If Signed by Parent or Guardian: 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 \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.
City State Day/Month Year

PARTICIPANT/RELEASOR AGREEMENT

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

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

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: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_
(MUST BE AN ACTIVE DUTY ROTC CADRE MEMBER)

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.