

## JROTC Waiver of Liability, Assumption of Risk, and Indemnity Agreement

THIS IS A LEGALLY BINDING RELEASE, WAIVER, INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK.

Please read it carefully, fill in all blanks and **initial each paragraph** before signing.

\_\_\_\_\_, I, \_\_\_\_\_, hereby affirm that I have read this document in its entirety. By my signature below and by my **initialing** each paragraph, I agree to each and every term and condition of this document.

\_\_\_\_\_ I UNDERSTAND THAT PARTICIPATION IN Clarksville Montgomery County School System (CMCSS) Junior Reserve Officer Training Corps' (JROTC) events and/or activities (hereafter referred to as "events"), WHICH INVOLVES physical activities CARRIES WITH IT CERTAIN INHERENT RISKS AND DANGERS. These risks include, but are not limited to: Personal Damage, Injury, Paralysis, Death, or Property Damage or Loss. I understand that the aforementioned risks are described by way of example only, and that there are numerous other risks inherent in this activity to which I may be exposed. In the event of possible injury, I give permission for CMCSS to authorize the administration of medical care.

\_\_\_\_\_ I agree that I have disclosed any reason as to why I cannot perform an event, nor will I attempt to perform an event that will cause harm or unnecessary action to me. I am unaware of any physical or mental condition that would (a) prevent me from safely participating in the event or (b) endanger my health or safety or the health and safety of others due to my participation in the event. I attest that all of my questions regarding this event have been answered to my satisfaction.

\_\_\_\_\_ IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN CMCSS JROTC events, I, on behalf of myself, my family, heirs, successors, assigns, or anyone claiming interest through me, do hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, AND AGREE TO HOLD HARMLESS, CMCSS employees, CMCSS JROTC Instructors, and volunteers (collectively referred to as "released parties") FROM ANY AND ALL ACTIONS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING ATTORNEY FEES AND COSTS) that I, my family, heirs, successors, assigns, and anyone claiming interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF MY PARTICIPATION IN THIS EVENT, whether such damage, injury, paralysis, loss, or death results from NEGLIGENCE of any of the Released Parties or from some other cause.

\_\_\_\_\_ I hereby agree to indemnify all of the above named Released Parties for any and all claims, including attorney fees and costs, which may be brought against any or all of the Released Parties by anyone claiming to have been injured as a result of any injury, including death, to me or my property which may occur as a result of my participation in this event.

\_\_\_\_\_ I understand that CMCSS in no way represents, or acts as an agent for, any third party trip organizer, third party transportation carriers, hotels, and other suppliers of service during this event. I understand and agree that the CMCSS is not responsible for losses or expenses due to sickness, weather, strikes, hostilities, natural disasters, or other such causes. Further, CMCSS is not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.

\_\_\_\_\_ I have read and understand that this release, waiver, indemnification of liability, and express assumption of risk, and sign this document on behalf of myself and my heirs with the intent to release, waive, and indemnify all of the Released Parties from all liability connected with my participation in this event (including, but not limited to the negligence of the Released Parties, whether passive or active) and to personally assume all risk of injury or death. I understand and agree that this event will not provide any insurance, or benefits, including workman's compensation benefits, on my behalf.

\_\_\_\_\_ I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS. I understand that I signed this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

\_\_\_\_\_ I further agree that this document will be interpreted in accordance with the laws of Tennessee. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining portions shall not be affected.

\_\_\_\_\_ If document is signed by or on behalf of a CMCSS student, this document is valid from August 1, \_\_\_\_\_ through July 31, \_\_\_\_\_. If document is signed by a non-CMCSS student participant/volunteer, this document relates only to the following event(s) and date(s): \_\_\_\_\_.

### **Participant/Volunteer Information**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent or Guardian (if under 18 years of age): \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_