

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

References: 10 U.S.C. §2733; 28 U.S.C. §2674, 2680; Army Regulation 27-20

Principal Purpose: **To release and indemnify the U.S. Government, Department of the Army, 101st Airborne Division (Air Assault), Fort Campbell, and the agents and employees thereof, from any and all liability arising from or incident to voluntary participation in a Fort Campbell Post Tour, including the Sabalauski Air Assault School (TSAAS) rappel activities, held at any and all places directed by the 101st Airborne Division (Air Assault) and by any employee or representative of the Fort Campbell installation and TSAAS (hereinafter defined as “Releasees”).**

Voluntary Disclosure and Effect on Individual Not Providing Information: Disclosure is voluntary; however, if information is not provided, participation in certain events may be denied.

1. I, _____, hereby release, waive, discharge, indemnify, and covenant not to sue or pursue any legal cause of action against any Releasees (those parties mentioned in “Principal Purpose” paragraph above) and further discharge any such Releasees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including maiming and death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the Releasees, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted, traveling to and from this activity or use of equipment or facilities utilized during this activity.

____ (Initial) 2. I am fully aware of the inherent risks involved and hazards connected with the Fort Campbell Post Tours and TSAAS activities, which may include, but are not limited to: Soldier demonstrations and participating in a rappel event, lunch at a Fort Campbell Dining facility (DFAC), tour of Don F. Pratt Museum, use of Family and Morale, Welfare and Recreation facilities and equipment, Squad Advanced Marksmanship Trainer (SAM-T), tour of 101st Airborne Division headquarters, visit to Rascon School of Combat medicine, any visits to on post ranges, any 160th Special Operations Aviation Regiment (SOAR) or 5th Special Forces Group (SFG) facilitated activity and/or a robotics demonstration. I am aware and accept that my involvement in these activities may result in death or personal injury to me and any personnel I am associated with in my party or destruction or damage to my personal property or any property I am responsible for, and I elect to voluntarily participate in the listed activities with full knowledge that these activities may be hazardous to me, my personal health, and the health of any personnel associated with me in any capacity in my party, or property belonging to me or any such associated personnel. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including maiming and death, that may be sustained by me, or any loss or damage to property owned by me or for which I am responsible, as a result of being engaged in such an activity, whether caused by the negligence of Releasees or otherwise.

____ (Initial) 3. I agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorney fees, that Releasees may incur due to my participation in the activities listed in paragraph 2, whether caused by negligence of Releasees or otherwise. I certify that I have read and fully understand the content and meaning of this paragraph.

_____ (Initial) 4. As the actual participant in my party, or the participant in the activities listed in paragraph 2, I am fully aware that my signature below acknowledges and consents that I am participating in an inherently dangerous activity and that I accept the terms and conditions listed above as they may pertain to me as a participant.

_____ (Initial) 5. I further agree, as a participant in the activities listed in paragraph 2 above, to the use by any Releasee or anyone connected therewith, of any video, media coverage, or any other forms of communication generated by this activity for commercial or non-commercial purposes without recourse or compensation.

_____ (Initial) 6. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue or pursue any legal action against the above-named Releasees. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Kentucky.

_____ (Initial) 7. **In signing this Agreement, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, fully understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.**

Printed Name of Visitor

Printed Name and Rank of
Fort Campbell Public Affairs
Representative

Signature of Visitor

Signature of Fort Campbell Public
Affairs Representative

Printed Name of Parent or Guardian
(If Visitor is under the age of 18)

Date

Signature of Parent or Guardian
(If Visitor is under the age of 18)

Date