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STATEMENT REQUIRED BY PRIVACY ACT OF 1974, AS AMENDED

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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.

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**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)

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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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