

PLEASE READ, PRINT, SIGN, AND RETURN ALL
SEVEN PAGES OF WAIVERS TO:

LT David I. Hull, NSCC
JAG & MAA New England
211 Harry S. Truman Drive
Apartment 14
Largo, MD 20774-2049

*Your cadet will not be able to participate
in this training if all waivers are not
received by 10 July 2007*

The following parental responsibility statement is to be executed by the parent, stepparent or guardian where applicant is a minor **UNDER THE AGE OF 18**.

AUTHORIZATION AND RELEASE OF LIABILITY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned gives permission for my minor child, stepchild, or ward, _____, to utilize facilities and equipment at Naval Station Newport, accepting fully any liability which might arise from the minor's actions. I further acknowledge that the United States Government does not provide any liability coverage for the minor against claims which may arise from use of said facility and equipment. Furthermore, the undersigned, in consideration of the permission extended to my minor by the United States through its officers, agents and employees to use said facility and equipment, do for myself, my heirs, executors, administrators and assigns remise, release, and forever discharge the United States and all of its officers, employees and agents from any and all claims, demands actions or causes of action on account of death, injury or property damage which may occur whether occasioned by the negligence, wrongful acts or omissions of said officers, personnel, agents, employees, or otherwise incurred by reason of said use, and further do indemnify and hold harmless, the United States and all of its officers, employees and agents against any and all claims, demands, actions or causes of action on account of death, injury or property damage which may occur whether occasioned by the negligence, wrongful acts omissions of said officers, personnel, agents, employees, or otherwise incurred by reason of said use.

In case of accident or illness, permission is hereby granted to the United States Government, operating through its officers, agents and employees, to authorize such medical treatment or hospitalization as may be required as a result of the use of the aforementioned facility and equipment at no cost to the United States Government, its officers, agents and employees.

I further agree that I will require said minor to abide and strictly adhere to all rules and regulations concerning the use of said facility equipment.

SIGNATURE OF PARENT/STEPPARENT/GUARDIAN

DATE

PRINTED NAME OF PARENT/STEPPARENT/GUARDIAN

Encl (1)

RELEASE OF LIABILITY/ASSUMPTION OF RISK
MANDATORY FOR NON-MILITARY PARTICIPANTS (OVER AGE 18)

1. I, [REDACTED], hereby request permission to use facilities located at Naval Station (NAVSTA) Newport for the U.S. Navy Sea Cadet Corps (Region 1), Largo, MD during the period 04 August 2007 - 11 August 2007.

2. I acknowledge:

a. That I am fully aware that Naval Station Newport is a United States military reservation; and

b. That my participation in any and all activities incident to the use of NAVSTA Newport by the U.S. Navy Sea Cadet Corps (Region 1-2), Canton, MA subjects me to risks of personal injury, disablement, and possible death by virtue of, but not limited to, the nature of the activities in which I am participating.

3. In consideration for permission to enter Naval Station Newport, I agree, for myself and my heirs, assigns, executors and administrators:

a. To voluntarily, willingly, and knowingly assume the risks in being present aboard the said reservation including, but not limited to, those risks set forth in paragraph 2 above; and

b. To release the UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE AND THE UNITED STATES NAVY, including all its subdivisions offices, military personnel, employees and agents, from all liability for any and all damages, injuries, or death that may result from my participation in the activities set forth in paragraph 1 above.

4. IT IS EXPRESSLY UNDERSTOOD THAT MY AGREEMENT TO RELEASE THE GOVERNMENT FROM ALL LIABILITY FOR ANY DAMAGES, INJURIES OR DEATH EXTENDS TO ANY DAMAGES, INJURIES, OR DEATH CAUSED BY THE NEGLIGENT OR WRONGFUL ACT OR OMISSION OF ANY EMPLOYEE OF THE GOVERNMENT WHILE ACTING WITHIN THE SCOPE OF HIS/HER OFFICE OR EMPLOYMENT.

SIGNED AND AGREED to this [REDACTED] day of [REDACTED].

[REDACTED]
SIGNATURE OF PARTY
MUST BE SIGNED TO PARTICIPATE

LIABILITY WAIVER

Release executed on _____, 2007, by _____
(date) (parent's full name)

for _____, of _____,
(cadet's full name) (address)

in the city/town of _____, in the State of _____, herein
(town) (state)

referred to as Releasor.

1. Release of NSCC and Government Personnel from Liability

In consideration for Releasor's child/ward being permitted to participate in the Sea Cadet Judge Advocate General Legal training being conducted at Naval Station Newport 04 August 2007 to 11 August 2007 by the United States Naval Sea Cadet Corps, Releasor, for himself, his (her) child/ward, his (her) representatives, executors, administrators, heirs, and assigns, does hereby release, waive, and forever discharge:

- the adult escorts (including but not limited to David Hull, Denis Thiede, Matthew Landry, Kevin Ryan, Brendan Lindquist, Barbara Mackenzie, Kevin Corcoran, Matthew Mackenzie, and Stephanie Richard) themselves, their legal representatives, executors, administrators, heirs, and assigns;
- the United States Naval Sea Cadet Corps, its officers, members, agents, and employees;
- the United States Government, its officers, agencies, members, agents, and employees;
- the United States Department of Defense, its officers, agencies, members, agents, and employees;
- the United States Navy, its officers, agencies, members, agents, and employees;
- Naval Station Newport, its host commands, officers, members, agents, and employees;
- the Naval Justice School, its officers, members, agents, and employees;

collectively referred to herein as Releasees, acting officially or otherwise, from all liability to the Releasor, his (her) child/ward, his (her) representatives, executors, administrators, heirs and assigns, for:

any and all loss of, or damage or injury to, his (her) child/ward's person or property, which may include but is not limited to death, serious or minor bodily injury, and loss or damage to personal property, whether caused by the negligence of Releasees or otherwise, while his (her) child/ward is participating in or traveling to or from the aforementioned training.

Initial

2. Agreement Not to Sue or Aid in a Suit Against NSCC or Government Personnel

Releasor expressly agrees to never prosecute or in any way aid in the prosecution of any demand, claim, or suit against Releasees related to injuries to his (her) child/ward's person or property sustained while participating in or traveling to or from the aforementioned training.

Initial

3. Assumption of Risk for Injury or Property Damage

Releasor hereby knowingly assumes full responsibility for risk of bodily injury, death, or property damage to his (her) child/ward due to the negligence of Releasees or otherwise, while his (her) child/ward is participating in or traveling to or from the aforementioned training.

Initial

4. Hazardous and Strenuous Training

Releasor and Cadet Participant understand and acknowledge that the aforementioned training may include such hazardous activities as:

- damage control training, including training aboard the Buttercup damage control trainer, which presents cadets with a dark and listing compartment which fills with water and artificial smoke;
- water survival training, including diving and long periods of swimming;
- other training related to law enforcement or the sea services.

Initial

5. Liability for Damage caused by Participants

Releasor understands and agrees that he (she) will be liable for any damage or loss to the United States Government, the Commonwealth of Massachusetts, the State of Rhode Island, or the City of Newport in the State of Rhode Island, that is caused by his (her) child/ward's negligence, recklessness, or willful misconduct. Releasor understands and agrees that he (she) will be liable for any damage or loss to any third party that is caused by his (her) child/ward's negligence, recklessness, or willful misconduct.

Initial

6. Emergency Health Care

Releasor understands and acknowledges that the U.S. Naval Sea Cadet Corps has Accident Insurance through The Cincinnati Insurance Company (Policy # CAP5811995).

Releasor consents to the treatment of his (her) child/ward by the medical facilities at Naval Station Newport or civilian physicians/medical facilities as may be required in the event of any illness or accident arising during the aforementioned training. This consent includes any medical treatment, anesthesia, or surgical treatment or hospital services rendered under the general and special instructions of the attending physician or other physicians assigned the cadet's care. This consent does not include major surgery unless, in the opinion of two physicians, it is reasonably necessary that such surgery be performed to remove a threat to life or loss of limb or such other serious bodily injury. In the event that the treating physician considers that immediate surgery is necessary to save life or where second opinions are similarly impracticable or impossible, the concurring opinions of other physicians may be excused.

Releasor authorizes any health care provider, insurance company, employer, person, or organization to release any information regarding medical, dental, alcohol or drug abuse history, treatment or benefits payable, including disability information or employment related information concerning the patient to the U.S. Naval Sea Cadet Corps' Accident Insurance Provider, the Plan Administrator, or their employees and authorized agents for the purpose of validating and determining benefits payable. This data may be extracted for use in audit or statistical purposes. Releasor acknowledges that he (she) or his (her) authorized representative will receive a copy of this authorization upon request.

Initial

7. Transportation

Releasor assumes full responsibility for the travel of his (her) child/ward's travel to and from Naval Station Newport, and understands that the U.S. Naval Sea Cadet Corps, Naval Station Newport, and the United States Navy can and will not provide such transportation or transportation costs. Releasor will be responsible for making all arrangements for and paying all costs associated with transportation to Naval Station Newport on 04 or 05 August 2007 and to his (her) child/ward's final destination on 11 August 2007. These costs include but are not limited to airline fares, bus fares, hackney carriage fares, hotel fees, meals, and gratuities.

Initial

8. Dismissal

Releasor and Cadet Participant understand that LT David I. Hull, NSCC retains sole and absolute discretion to dismiss a cadet from the training.

Initial

9. Assumption of Expenses for Early Dismissal

Releasor understands and agrees that if a cadet needs to be dismissed from the training for any reason, including but not limited to medical problems or injuries, disciplinary problems, family emergencies, or the mid-course cancellation of the training by either the U.S. Naval Sea Cadet Corps or the United States Government, the Releasor assumes all responsibility and expense for the homeward trip of his (her) child/ward.

Initial

10. Searches of Person and Property

Releasor and Cadet Participant understand and agree that Releasees may, under any circumstance where misconduct is suspected, the well-being of a cadet or third party is endangered, or the efficacy of the training is threatened, search the person and/or property of any cadet.

Initial

11. Use of Photographs and Motion Pictures

Releasor agrees and understands that photographs and motion picture recordings will be taken of his (her) child/ward and consents to the publication of the same in connection with educational or recruiting programs of the United States Naval Sea Cadet Corps, its component Units, the Department of Defense, the United States Coast Guard, or the Navy League of the United States, and hereby assigns to said organizations all right, title, and interest in the above described photographs or motion picture recordings for any further use.

Initial

12. Force of Waiver and Agreement

Releasor expressly agrees that this release and waiver agreement is intended to be as broad and inclusive as permitted by the laws of the United States, the State of Rhode Island, the Commonwealth of Massachusetts, and/or the jurisdiction in which the agreement is executed, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initial










13. Breadth of Agreement

This release contains the entire agreement of the parties hereto and the terms of this release are contractual and not a mere recital.



14. Acknowledgements

Releasor acknowledges that being of lawful age and of sound mind, he (she) has read this release and know the contents thereof and sign this release as his (her) own free act.

 Signature of Cadet	 Signature of Releasor (Parent or Guardian)
 Cadet Name - printed	 Name of Releasor (Parent or Guardian) - printed
 Cadet's NSCC ID#	 Date
 Cadet's Address	_____ Parent's Address (if different) _____
 Home Phone Number	 Alternate Phone Number

FOR RELEASEES:



LT David I. Hull, NSCC
Commanding Officer, JAG Legal Academy New England 2007
Commanding Officer, MAA Law Enforcement Academy New England 2007

211 Harry S. Truman Drive Apt 14
Largo, MD 20774-2049
617 549 8368
dhull@seacadets.org

TRAVEL ITINERARY

Please complete this form and return it with your waivers

Name: _____	ID#: _____
Home Unit: _____	
Home Phone #: _____	Parent Cell #: _____
Parent Work #: _____	

Method of Travel (please check all that apply):

PRIVATELY OWNED VEHICLE – Please arrive at approximately 1400 on 05AUG; graduation at 1100 on 11AUG.

AIR

To Newport

Departing From:	Airline:	Flight #:	Depart Time:
[Layover at:	Airline:	Flight #:	Depart Time:]
Arriving At:	Arrival Time:		

Homeward

Departing From:	Airline:	Flight #:	Depart Time:
[Layover at:	Airline:	Flight #:	Depart Time:]
Arriving At:	Arrival Time:		

TRAIN/BUS

To Newport

Departing From:	Company/Service:	Train #:	Depart Time:
[Layover at:	Company/Service:	Train #:	Depart Time:]
Arriving At:	Arrival Time:		

Homeward

Departing From:	Company/Service:	Train/Route #:	Depart Time:
[Layover at:	Company/Service:	Train/Route #:	Depart Time:]
Arriving At:	Arrival Time:		

TAXI Taxi Company: _____ Catching Taxi From: _____