



PLEASE READ, PRINT, SIGN, AND RETURN ALL SEVEN
PAGES OF WAIVERS (ALONG WITH NSCTNG003, COPY
OF ID CARD, AND \$140 DEPOSIT) TO:

LCDR David I. Hull, NSCC
POLA New England
1095 Bodwell Road Unit 12
Manchester, NH 03109-5869

*Your cadet will not be able to participate in
this training unless **all** waivers are received by
Monday 12 December 2011*

PARENTAL CONSENT FORM

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 AREA CODE AND PHONE NUMBER

**RELEASE OF LIABILITY/ASSUMPTION OF RISK
MANDATORY FOR NON-MILITARY PARTICIPANTS
(Adult Chaperones, and Those Over Age 18)**

1. I, _____, hereby request permission to use facilities located at Naval Station (NAVSTA) Newport with the U.S. NAVAL SEA CADET CORPS, Leadership Academy, 26 Dec 11 - 01 Jan 12, that includes King Hall, Ney Hall, Tomich Hall, Perry Hall, and Captain Howard Kay Hall, at NAVSTA Newport.

2. I acknowledge:

a. That I am fully aware that NAVSTA 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. NAVAL SEA CADET CORPS 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 NAVSTA 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 THE 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 _____ day of _____, 2011.

SIGNATURE OF PARTY (MUST BE SIGNED TO PARTICIPATE)

Encl (2)

LIABILITY WAIVER

Release executed on _____, 2011, by _____
(date) (parent's full name)

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

town of _____, in the State of _____, herein 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 Petty Officer Leadership Academy training being conducted at Naval Station Newport 26 December 2011 to 01 January 2012 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, George Patsios, Nancy Patsios, Arthur Patsios, Jordan Megee, Kyle Ribiero, Stephen Koopman, Thomas Luckman, Thomas Long, John O'Leary, Phillip Allison, Brian Mahoney, and Stephanie Hull) 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;
- Officer Training Command Newport, its officers, members, agents, and employees; and
- the Senior Enlisted Academy, 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.

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4. Hazardous and Strenuous Training

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

- regular physical training;
- significant periods of time conducting military drill;
- frequent exposure to cold and/or inclement winter weather;
- other training related to 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 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.

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6. Accident Insurance; Emergency Health Care

Releasor understands and acknowledges that the U.S. Naval Sea Cadet Corps has Accident Insurance through The Cincinatti Insurance Company (Policy ENP0059849), but that Releasor's health insurance, if any, shall be the primary form of insurance to be used in case of Cadet Participant's injury or illness.

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.

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7. Medical Conditions; Risk; Accommodations; Medications

Releasor acknowledges that the NSCC training staff do not have medical training, knowledge, or expertise beyond Basic Life Support / CPR. Releasor assumes full responsibility and risk for cadets who attend POLA New England with chronic or pre-existing medical conditions and/or who require prescription medication. Releasor understands and acknowledges that there are often no professional medical personnel aboard Naval Station Newport during the winter break, and the only available medical care is a civilian hospital emergency room or civilian emergency medical services. Releasor acknowledges his (her) responsibility to completely and fully divulge any and all medical and psychological conditions of Cadet Participants, and any prescription requirements and the side effects and contraindications thereof, to the NSCC training staff prior to the training.

Releasees will make reasonable modifications in any policies, practices, and procedures that deny equal access to individuals with disabilities, unless such a modification would result in a fundamental alteration of the nature of the training or cause significant difficulty or expense when considered in light of POLA New England's size, resources, structure, and nature. If accommodations are granted prior to the training, but become unreasonably burdensome during the training, Releasor assumes all responsibility and expense for transporting the Cadet Participant home.

Unless expressly informed otherwise by Releasor, Releasees will be free to administer the following medications and treatments to Cadet Participants based on common-sense assessments and without consultation with Releasor: ibuprofen (e.g., Advil), acetaminophen (e.g., Tylenol), acetylsalicylic acid (e.g., Aspirin), calcium carbonate (e.g., Tums), magnesium hydroxide (e.g., Milk of Magnesia), bismuth subsalicylate (e.g., Pepto-Bismol), diphenhydramine (e.g., Benadryl), benzocaine (e.g., Anbesol), menthol (e.g., Hall's cough drops), hydrocortisone (e.g., Cortaid), calamine and/or pramoxine (e.g., Caladryl), bacitracin, neomycin, and/or polymyxin B (e.g., Neosporin). Any exceptions shall be noted by Releasor on the NSCADM020 Medical History form in the Cadet Participant's service jacket.

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8. Standard Operating Procedures

Releasor and Cadet Participant have read, understand, agree, and assent to all of the policies and procedures set forth in the Standard Operating Procedures for Petty Officer Leadership Academy New England.

Initial

9. 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 26 December 2011 and to his (her) child/ward's final destination on 01 January 2012. These costs include but are not limited to airline fares, bus fares, taxi/hackney carriage fares, hotel fees, meals, and gratuities.

Initial

10. Dismissal

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

Initial

11. Assumption of Expenses for Early Dismissal

Releasor understands and agrees that if a Cadet Participant 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

12. 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. Male personnel will search male cadets and cadet spaces; female personnel will search female cadets and cadet spaces.

Initial

13. 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

14. 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 State of New Hampshire, 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.

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15. 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.

Initial

16. Acknowledgements

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

Signature of Cadet Participant

Signature of Releasor (Parent or Guardian)

Cadet Name - printed

Name of Releasor (Parent or Guardian) - printed

Cadet's NSCC ID# (SSN Last 4)

Date

FOR RELEASEES:



LCDR David I. Hull, NSCC
Commanding Officer
Petty Officer Leadership Academy New England (Class 10)

1095 Bodwell Road Unit 12
Manchester, NH 03109
617 549 8368
dhull@seacadets.org

TRAVEL ITINERARY & T-SHIRT SIZING
Please complete this form and return it with your waivers

Name: _____			
Home Unit: _____			
Home Phone #:	Parent Cell #:	Cadet Cell #:	
_____	_____	_____	

Method of Travel (please check all that apply):

PRIVATELY OWNED VEHICLE – Please arrive between 1500-1700 on 26DEC; graduation at 1100 on 01JAN.

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/Route #:	Depart Time:
[Layover at:	Company/Service:	Train/Route #:	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: _____

T-SHIRT SIZE (circle one): **S** **M** **L** **XL** **XXL**
(remember, they will shrink!)