

HOLD HARMLESS AND RELEASE FROM LIABILITY AGREEMENT
GUEST OR NROTC APPLICANT UNDER 18 YEARS OLD

I, _____ (PRINT NAME), hereinafter "Parent/Guardian", on the behalf of _____ (PRINT MINOR'S NAME), hereinafter "Minor Guest/NROTC Applicant", enter into this **HOLD HARMLESS AND RELEASE FROM LIABILITY AGREEMENT** ("Agreement") with the United States Marine Corps on _____ (DATE) in _____ (CITY, STATE). I understand this Agreement is valid for 90 days from the date of my signature below, and my Minor Guest/NROTC Applicant must date and initial this Agreement every time he or she participates in a pool function with physical activity.

INTENT OF PARTIES

1. Minor Guest/NROTC Applicant desires to participate in a physical activity or pool function in order to experience Marine Corps Recruit/Officer Training. The intent of this Agreement is to preclude any and all claims against the United States and the United States Marine Corps arising from and related to any and all injuries or property damages the Minor Guest/NROTC Applicant may suffer as a result of attending any of the physical activities undergone in preparation for Marine Corps Recruit/Officer Training.

AGREEMENT

2. For consideration of allowing my Minor Guest/NROTC Applicant to participate at his or her request, Parent/Guardian and the United States Marine Corps agree as follows:
 - a) Parent/Guardian represents that they are the legal guardian of the Minor Guest/NROTC Applicant named above and that they have legal care, custody, and control over the Minor Guest/NROTC Applicant.
 - b) Parent/Guardian agrees that their Minor Guest/NROTC Applicant can fully participate in physical training. Parent/Guardian and Minor Guest/NROTC Applicant fully understand that the physical training is designed to be **EXTREMELY RIGOROUS** and is intended as preparation for success at Marine Corps Recruit Training/Officer Candidate School.
 - c) Parent/Guardian agrees to **HOLD HARMLESS** and **RELEASE FROM LIABILITY** the United States Marine Corps, including but not limited to all personnel, agents, or employees, therein, acting in their official or unofficial capacity, from any and all claims, actions, and judgments, including costs and attorney's fees, from any personal injury, up to and including death, or property damage arising from or related to your Minor Guest/NROTC Applicant's participation in today's physical training, whether official or unofficial, **INCLUDING NEGLIGENT CONDUCT BY THE UNITED STATES MARINE CORPS.**
 - d) Parent/Guardian further agrees **TO INDEMNIFY AND HOLD HARMLESS** the United States Marine Corps from any loss, liability, damage or costs, including court costs and attorney's fees, due to my own or my Minor Guest/NROTC Applicant's participation in physical activity, **WHETHER CAUSED BY NEGLIGENT CONDUCT BY THE UNITED STATES MARINE CORPS** or otherwise.
 - e) Parent/Guardian agrees that it is their express intent that this Agreement shall bind **ALL THE MEMBERS OF THEIR FAMILY and THEIR MINOR GUEST/NROTC APPLICANT'S FAMILY,** including any additional person with

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joint legal custody of Minor Guest/NROTC Applicant. This includes all heirs, assigns, and personal representatives, if any party is deceased.

ASSUMPTION OF RISK FOR MEDICAL ISSUES

- f) Parent/Guardian acknowledges that he or she accepts **ANY AND ALL RISK** of his or her Minor Guest/NROTC Applicant's medical conditions and agrees to **HOLD HARMLESS** and **RELEASE FROM LIABILITY** the United States Marine Corps from any and all injuries, up to and including death, stemming from the physical activities outlined above that may occur from **ANY MEDICAL CONDITION OF THEIR MINOR GUEST/NROTC APPLICANT**, whether disclosed, undisclosed, known, or unknown by either party.
- g) Parent/Guardian is **HIGHLY RECOMMENDED** to obtain a full physical for their Minor Guest/NROTC Applicant from a licensed physician before completing any physical activity and acknowledges that any physical activity undertaken by their Minor Guest/NROTC Applicant is completely **VOLUNTARY AND AT THEIR OWN RISK** and Parent/Guardian or Minor Guest/NROTC Applicant **SHOULD DISCLOSE ANY CURRENT MEDICAL CONDITIONS**.
- h) Parent/Guardian acknowledges that they and their Minor Guest/NROTC Applicant have a **CONTINUING OBLIGATION** to disclose any changes to their Minor Guest/NROTC Applicant's medical condition.

DESCRIPTION OF PHYSICAL ACTIVITY

- i) Parent/Guardian, by signing this Agreement, fully understands that the physical training is designed to be **EXTREMELY RIGOROUS** and intended to prepare the Minor Guest/NROTC Applicant for success at Marine Corps Recruit/Officer Training.
- j) **ANY PHYSICAL ACTIVITY IS COMPLETELY VOLUNTARY** and Minor Guest/NROTC Applicant, Parent/Guardian, or the United States Marine Corps, can stop participation at any time, for any reason.
- k) The physical activity and events could include, but are not limited to, pull-ups, sit-ups, flexed arm hang, crunches, push-ups, rope climbing, sprinting, jogging, hiking, ammo can lifts, obstacle courses, and team building exercises.
3. Parent/Guardian acknowledges that he or she has not relied on **ANY REPRESENTATIONS**, whether explicitly or implicitly made, other than the written terms outlined above and that **ONLY THE WRITTEN TERMS** of this contract represent the full and complete Agreement.

(Signature of Parent/Guardian)

(Date)

Date	Initials

Date	Initials