PLEASE READ, PRINT, SIGN, AND RETURN TO YOUR RESPECTIVE CO'S FOR UPLOAD THROUGH MAGELLAN MONEY ORDER OF $300.00 MADE OUT TO USNSCC SHOULD BE SENT TO:

LCDR Robert W. Smith
11 Harland Place
Norwich, Ct 06360

Your cadet will not be able to participate in this training unless ***all*** *waivers are received by the date of the training.*

LIABILITY WAIVER

Release executed on _____, 2021, by _____
(date) (parent's full name)

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

Release of NSCC and Government Personnel from Liability

In consideration for Releasor's child/ward being permitted to participate in the Summer Training evolutions being conducted at Oliver Hazard Perry, Newport RI. and other locations 15-21 August 2021 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 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;

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:

1. Damages

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 training.

Initials

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 training.

Initials

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 training.

Initials

4. Hazardous and Strenuous Training

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

Initials

· swimming;
· demanding physical training;
· high risk training
· other activities as may be directed;

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, or any other governmental or municipal entity, 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.

Initials

6. Accident Insurance; Emergency Health Care

Releasor consents to the treatment of his (her) child/ward by the medical facilities at a local hospital or civilian physicians/medical facilities as may be required in the event of any illness or accident arising during the 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 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.

Initials

7. Medical Conditions; Risk; Accommodations; Medications

Releasor acknowledges that not all NSCC training staff are medically training, knowledge, or expertise. Releasor assumes full responsibility and risk for cadets who attend Seamanship (Sailing) with chronic or pre-existing medical conditions and/or who require prescription medication. Releasor understands and acknowledges that any professional medical personnel attached to Seamanship (Sailing) are available for emergency treatment only, and any additional medical care is likely to be 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

Initials

Participants, and any prescription requirements and the side effects and contraindications thereof, to the NSCC training staff prior to the training

8. Dismissal

Releasor and Cadet Participant understand that LCDR Robert W. Smith, NSCC and OHPRI Leadership retains sole and absolute discretion to dismiss a cadet from the training.

Initials

9. 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 SSV Oliver Hazard Perry, the Releasor assumes all responsibility and expense for the homeward trip of his (her) child/ward.

Initials

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.

Initials

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.

Initials

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 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.

Initials

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.

Initials

14. 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

_____

Date

TRAVEL ITINERARY

Please complete this form and return it with your waivers

Name:_____

Home Unit: _____

Home Phone #: _____ Parent Cell #:_____ CadetCell#_____:

PRIVATELY OWNED VEHICLE- Please arrive between 1100-1300 on 15 August 2021 #

AIR

To T.F. Green State Airport

Departing From:	Airline:	Flight #	Departure Time:
Layover	Airline:	Flight #	Departure Time:
Arrival			Arrival Time

T.F. Green State Airport

Departing From:	Airline:	Flight #	Departure Time:
Layover	Airline:	Flight #	Departure Time:
			Arrival Time