

UNITED STATES AIR FORCE

INDEMNITY AND HOLD HARMLESS AGREEMENT

I, (individual's name) _____, acknowledge that by signing this document, I am releasing the United States, United States Air Force, the Air Force Reserve Officer Training Corp (AFROTC), and any of their members, employees, agents, officers and assigns from liability. This release is a contract with legal consequences. I have been advised to read it carefully before signing. ____ (initial)

I hereby covenant and agree to investigate all claims of every nature at my own expense, and to indemnify, protect, defend, hold, and save harmless the United States government and its agencies and agents, from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement. ____ (initial)

For and in consideration of the opportunity to participate in the Physical Training (PT) sessions with AFROTC Detachment 370 at University of Massachusetts Amherst from _____ to _____ (date), I, the undersigned participant, my agents, representatives, heirs, successors and assigns forever hold harmless the United States, United States Air Force, AFROTC, its members, employees, agents, officers and assigns, from any and all liability whatsoever for any personal property damage, or for any personal injury, that may result from said participation. ____ (initial)

I hereby assert that I have medical insurance, and understand that if I should be injured in any way while participating in PT sessions with AFROTC Det 370, including through the negligence of United States Air Force personnel, that I will be responsible for any resulting medical bills. ____ (initial)

I understand that as part of my participation in PT sessions with AFROTC Det 370, I might partake in numerous activities, some of which may be dangerous, physically demanding, and could result in, for example but not limited to, death, permanent disability, broken bones, potential for muscle or ligament sprains, strains, or tears. I understand that I am free to participate in or decline to participate in any and all of these activities. I understand that this waiver includes any claims based on negligence, action, or inaction of the United States, United States Air Force, AFROTC, its members, employees, agents, officers and assigns relating to PT sessions with AFROTC Det 370, any of these above mentioned activities, and any other activities related to PT sessions with AFROTC Det 370. ____ (initial)

I agree, for myself, my successors, and assignees, that the above representations are contractually binding and are not mere recitals. ____ (initial)

This agreement may not be modified orally, and waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any subsequent waiver or modification. I am at least 18 years of age and suffer from no physical, mental, legal or other disabilities that prevent me from fully understanding the terms of and signing this agreement. ____ (initial)

DATE: _____

SIGNATURE: _____

PRINT NAME: _____

ADDRESS: _____

TELEPHONE: _____

PARENT OR GUARDIAN (if below legal age to contract) _____