## **CAMP BLANDING JOINT TRAINING CENTER**

## PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

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NOTICE: This agreement contains a release and waiver of liability and when signed is a contract with legal consequences. Please read it carefully before signing your name.

## NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CAMP BLANDING JOINT TRAINING CENTER / DEPARTMENT OF MILITARY AFFAIRS / ARMORY BOARD USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CAMP BLANDING JOINT TRAINING CENTER / DEPARTMENT OF MILITARY AFFAIRS / FLORIDA STATE ARMORY BOARD IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CAMP BLANDING JOINT TRAINING CENTER / DEPARTMENT OF MILITARY AFFAIRS / FLORIDA STATE ARMORY BOARD HAS THE RIGHT TO REFUSE TO LET YOUR CHILD **PARTICIPATE** IF YOU DO NOT SIGN THIS FORM.

TO CAMP BLANDING JOINT TRAINING CENTER / FLORIDA DEPARTMENT OF MILITARY AFFAIRS / ARMORY BOARD: In consideration for the privilege of \_\_\_\_\_\_\_, and using the facilities located on the Camp Blanding Joint Training Center or using the installation, I, \_\_\_\_\_\_, the undersigned participant or parent/ guardian, freely appreciate, agree to and make the following contractual representations and agreements:

I, the undersigned participant or parent/guardian (RELEASOR), do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage or injury that may occur as a result of my own or my dependent(s)'s participation in these activities and agree to release, waive, discharge, and covenant not to sue, to the fullest extent allowed by law, the CAMP BLANDING JOINT TRAINING CENTER / FLORIDA DEPARTMENT OF MILITARY AFFAIRS / ARMORY BOARD, their officers, officials, agents, board members, employees, volunteers, assigns and successors (RELEASEES) from any and all liability or claims that may be sustained by me or a third party directly or indirectly in connection with, or arising out of participation in these activities, whether caused in whole or in part by the negligence of the CAMP BLANDING JOINT TRAINING CENTER / FLORIDA DEPARTMENT OF MILITARY AFFAIRS / ARMORY BOARD or otherwise.

- I, the Releasor, being of lawful age, in consideration of being permitted to participate in the activity described herein, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, or as parent/guardian or the minor participant, HEREBY
- 1) Acknowledge the risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skill, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist, and,
- 2) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OR CARELESSNESS OF THE RELEASEES (CAMP BLANDING JOINT TRAINING CENTER / FLORIDA DEPARTMENT OF MILITARY AFFAIRS / ARMORY BOARD or others), and assume full responsibility for my participation or the participation of my ward/child; and,
- 3) Willing agree that all participants will comply with the stated and customary terms and conditions for participation in these activities. If, however, I observe any unusual significant hazard during my presence or participation, I will safely remove myself from the participation and bring such to the attention of the CAMP BLANDING JOINT TRAINING CENTER / FLORIDA DEPARTMENT OF MILITARY AFFAIRS / ARMORY BOARD; and,
- 4) RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CAMP BLANDING JOINT TRAINING CENTER / FLORIDA DEPARTMENT OF MILITARY AFFAIRS / ARMORY BOARD, their officers, officials, agents, board members, employees, volunteers, assigns and successors from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of participation in this activity or at the Camp Blanding Joint Training Center, whether by negligence or not.
- 5) Further release all officials and professional personnel from any claim whatsoever on account of first aid treatment or services rendered to me during my participation in the activity occurring on or at the Camp Blanding Joint Training Center.
- 6) Understand that the CAMP BLANDING JOINT TRAINING CENTER / FLORIDA DEPARTMENT OF MILITARY AFFAIRS / ARMORY BOARD does not carry insurance to cover participants in the certain activities held on or at the Camp Blanding Joint Training Center, in which I may be participating.
- 7) Understand there are risks associated with these activities, and agree to assume the risk of any injuries that may be sustain during any of these activities, including but not limited to the risk of death.
- 8) Understand that activities conducted on Camp Blanding Joint Training Center may be hazardous to my health and understand that there is a risk of serious injury or death if I participate in these sports/activities.
- 9) Understand that THE CAMP BLANDING JOINT TRAINING CENTER / FLORIDA DEPARTMENT OF MILITARY AFFAIRS / ARMORY BOARD, their officers, officials, agents, board members, employees, volunteers, assigns and successors, may take photographs or video recordings for use in CAMP BLANDING JOINT TRAINING CENTER / FLORIDA DEPARTMENT OF MILITARY AFFAIRS / ARMORY BOARD publications and news releases without my written consent.

- 10) Acknowledge this release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.
- 11) Further state that the undersigned has carefully read the foregoing release and knows the contents thereof and signs this release as his/ her own free act.
- 12) Agree the participant will follow all posted and published rules associated with the activity described herein and comply with all of the rules and policies of the Camp Blanding Joint Training Center.

If the participant is a minor, the undersigned parent or legal guardian warrants and represents that this RELEASE, its significance and the assumption of risk has been explained to and understood by the minor child or ward.

The undersigned consents to having participant/s photo and/or video taken for promotional use only, to be used in, but not limited to, websites, publications, media and/or publicity outlets. The undersigned agrees there will be no monetary compensation for such use.

The undersigned participant or parent/guardian, have read this PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, fully understand its terms, and understand that I, on behalf of myself (or my dependent described herein), have given up substantial rights by signing it and have signed it freely and without any inducement, coercion or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that if any portion of this contract is held to be invalid the balance notwithstanding, shall continue in full legal force and effect.

## WITNESS SIGNATURE IS REQUIRED ON EACH FORM.

Name of Participant (Print):	
Participant (signature):	
Name of Parent/Legal Guardian (print):	
Parent/ Legal Guardian (Signature):	<del></del>
Witness (print):	
Witness (signature):	