

HOLD HARMLESS AND RELEASE FROM LIABILITY AGREEMENT
POOLEE/CANDIDATE 18 YEARS OLD OR OLDER

I, _____ (PRINT NAME), hereinafter "Poolee/Candidate", on my own behalf, enter into this **HOLD HARMLESS AND RELEASE FROM LIABILITY AGREEMENT** ("Agreement") with the United States Marine Corps on _____ (DATE) in _____ (CITY, STATE).

INTENT OF PARTIES

1. Poolee/Candidate desires to participate in weekly physical activity and monthly pool functions in order to succeed at 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 relate to any and all injuries or property damages the Poolee/Candidate 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, including but not limited to, being permitted to participate in Marine Corps weekly physical training and monthly pool functions, Poolee/Candidate and the United States Marine Corps agree as follows:
 - a) Poolee/Candidate will **HOLD HARMLESS** and **RELEASE FROM LIABILITY** the United States Marine Corps from any and all claims, actions, and judgments, including costs and attorney's fees, from any injury, up to and including death, or property damages arising from or related to Poolee/Candidate's participation in any and all physical training or monthly pool functions, whether official or unofficial, **INCLUDING NEGLIGENCE CONDUCT BY THE UNITED STATES MARINE CORPS.**
 - b) For the purposes of this Agreement, the United States Marine Corps includes all personnel, agents, or employees, therein, acting in their official, or unofficial capacity.
 - c) This Agreement is limited solely for the purpose of the aforementioned activities and does **NOT** bind the United States in any manner other whatsoever.
 - d) **ANY PHYSICAL ACTIVITY IS COMPLETELY VOLUNTARY**, whether official or unofficial, and Poolee/Candidate or the United States Marine Corps can stop participation at any time, for any reason. Poolee/Candidate recognizes that this physical activity is an opportunity provided by the United States Marine Corps and is valued consideration for this Agreement.
 - e) Poolee/Candidate acknowledges that he or she has been provided the opportunity to **ASK ANY QUESTIONS** as to any of the risks foreseeable in connection with the aforementioned activity and transportation connected to or from these activities. Poolee/Candidate acknowledges that he or she was provided the opportunity, at their request, to discuss with family, friends, legal counsel, medical personnel, or

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anyone they desire. Counsel will not be provided to the Poolee/Candidate at the expense of the government.

ASSUMPTION OF RISK FOR MEDICAL ISSUES

- f) Poolee/Candidate accepts **ANY AND ALL RISK** for their 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**, whether disclosed, undisclosed, known, or unknown by either party.
- g) Poolee/Candidate acknowledges that he or she has a **CONTINUING OBLIGATION** to disclose a change to their medical condition.

DESCRIPTION OF PHYSICAL ACTIVITY

- h) Poolee/Candidate, by signing this Agreement, fully understands that the physical training is designed to be **EXTREMELY RIGOROUS** and intended to prepare the Poolee/Candidate for success at Marine Corps Recruit/Officer Training.
- i) Poolee/Candidate, or the United States Marine Corps, **CAN STOP PARTICIPATION** in any activity or event **AT ANY TIME, FOR ANY REASON.**
- j) 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. Poolee/Candidate 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.
4. This Agreement will remain in force for any and all Marine Corps physical activities while the Poolee/Candidate is in a civilian status, **REGARDLESS** of whether the Poolee/Candidate already reported to Marine Corps Recruit/Officer Training after this Agreement and then returns to a civilian status and attends additional physical training.

(Signature of Poolee/Candidate)

(Date)

HOLD HARMLESS AND RELEASE FROM LIABILITY AGREEMENT
POOLEE/CANDIDATE UNDER 18 YEARS OLD

I, _____ (PRINT NAME), hereinafter "Parent/Guardian",
on the behalf of _____ (PRINT MINOR'S NAME),
hereinafter "Minor Poolee/Candidate", enter into this **HOLD HARMLESS AND**
RELEASE FROM LIABILITY AGREEMENT ("Agreement") with the United States Marine
Corps on
_____ (DATE) in _____ (CITY, STATE).

INTENT OF PARTIES

1. Minor Poolee/Candidate desires to participate in weekly physical activity and monthly pool functions in order to succeed at 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 relate to any and all injuries or property damages the Minor Poolee/Candidate 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 Poolee/Candidate 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 Poolee/Candidate named above and that they have legal care, custody, and control over the Minor Poolee/Candidate.
 - b) Parent/Guardian agrees that their Minor Poolee/Candidate can fully participate in physical training. Parent/Guardian and Minor Poolee/Candidate 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 Poolee/Candidate'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 Poolee/Candidate'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 POOLEE/CANDIDATE'S FAMILY**, including any additional person with joint

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POOLEE/CANDIDATE UNDER 18 YEARS OLD

legal custody of Minor Poolee/Candidate. 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 Poolee/Candidate'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 POOLEE/CANDIDATE**, whether disclosed, undisclosed, known, or unknown by either party.
- g) Parent/Guardian is **HIGHLY RECOMMENDED** to obtain a full physical for their Minor Poolee/Candidate from a licensed physician before completing any physical activity and acknowledges that any physical activity undertaken by their Minor Poolee/Candidate is completely **VOLUNTARY AND AT THEIR OWN RISK** and Parent/Guardian or Minor Poolee/Candidate **SHOULD DISCLOSE ANY CURRENT MEDICAL CONDITIONS**.
- h) Parent/Guardian acknowledges that they and their Minor Poolee/Candidate have a **CONTINUING OBLIGATION** to disclose any changes to their Minor Poolee/Candidate'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 Poolee/Candidate for success at Marine Corps Recruit/Officer Training.
- j) **ANY PHYSICAL ACTIVITY IS COMPLETELY VOLUNTARY** and Minor Poolee/Candidate, 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.
4. This Agreement shall remain valid until either the Minor Poolee/Candidate turns 18 years of age or reports to Marine Corps Recruit/Officer Training and accesses to active duty, whichever comes first.

(Signature of Parent/Guardian)

(Date)

HOLD HARMLESS AND RELEASE FROM LIABILITY AGREEMENT
GUEST OR NROTC APPLICANTS 18 YEARS OLD OR OLDER

I, _____ (PRINT NAME), hereinafter "Guest" or "NROTC Applicant", on my own behalf, enter into this **HOLD HARMLESS AND RELEASE FROM LIABILITY AGREEMENT** ("Agreement") with the United States Marine Corps on _____ (DATE) in _____ (CITY, STATE). I understand that this Agreement is valid for 90 days from the date of my signature below, and I must date and initial this Agreement every time I participate in a pool function with physical activity. My current address and telephone number are _____.

INTENT OF PARTIES

1. 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 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 the Guest/NROTC Applicant to participate at his or her request, Guest/NROTC Applicant and the United States Marine Corps agree as follows:
 - a) Guest/NROTC Applicant will **HOLD HARMLESS** and **RELEASE FROM LIABILITY** the United States Marine Corps 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 Guest/NROTC Applicant's participation in today's physical training, whether official or unofficial, including **NEGLIGENT OR RECKLESS CONDUCT** by the United States Marine Corps.
 - b) For the purposes of this Agreement, the United States Marine Corps includes, but is not limited to, all personnel, agents, or employees, therein, acting in their official or unofficial capacity.
 - c) **ANY PHYSICAL ACTIVITY IS COMPLETELY VOLUNTARY** and Guest/NROTC Applicant, or the United States Marine Corps, can stop participation at any time, for any reason.
 - d) Guest/NROTC Applicant acknowledges that he or she has been provided the opportunity to **ASK ANY QUESTIONS** as to any of the risks foreseeable in connection with the aforementioned activity and transportation connected to or from these activities. Guest/NROTC Applicant acknowledges that he or she was provided the opportunity, at their request, to discuss with family, friends, legal counsel, medical personnel, or anyone they desire. Counsel will not be provided to the Guest/NROTC Applicant at the expense of the government.

ASSUMPTION OF RISK FOR MEDICAL ISSUES

- ### DESCRIPTION OF PHYSICAL ACTIVITY

- (Date)

[illegible]

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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GUEST OR NROTC APPLICANT UNDER 18 YEARS OLD

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