

OBSTACLE COURSE ACKNOWLEDGEMENT OF RISK

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

Participation in the use of the Naval Special Warfare Group Two (NSWG-2) obstacle course is not risk free. The same elements that contribute to the unique character of the NSWG-2 obstacle course such as physical exertion or the risk can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death to participants. You are on notice and understand in advance of what to expect, and are informed of some of the possible risks. Please read this, sign it, and return to a NSWG-2 representative before undertaking the NSWG-2 obstacle course.

Obstacle courses can be a hazardous activity. The most obvious accidents that occur in participating in an obstacle course is falling. As you fall, you may hit objects on the particular obstacle or other obstacles/objects that are in your path. Falling from any height may cause serious injury. The ropes that are used in rappelling and climbing may also cause injury. You will be climbing, sliding, jumping, balancing, crawling, swinging, rappelling and running on a variety of obstacles.

Equipment may be defective and/or fail. Each obstacle is periodically inspected for damage, however the extreme conditions of the environment in which the obstacle course is used, in conjunction with the damages caused by consistent use of the obstacle course may cause defects in the course and equipment. These defects may contribute to injuries.

At all times while using the climbing wall and rappelling tower, you may be dependent upon your belayer for your safety. Your belayer will be responsible for catching you should you fall. Your belayer may not be observant or may fail to catch you at the appropriate time. You have a responsibility to assist in the choice of your belayer and to make sure your belayer understands his or her duties and responsibilities as well as remaining observant. Additionally, it is your duty to ensure that you have the proper knowledge, equipment and experience to use the climbing wall and rappelling tower.

You may incur cuts, bruises, strains/sprains, blisters, and fractures from the ropes, walls, nets and other obstacles.

The list of possible accidents stated above may inflict bodily injury, disease, strains, fractures, partial and/or total paralysis, other ailments that could cause serious disability, or death. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

The list is not an exclusive or exhaustive list of possible injuries, trauma, or accidents that may occur while using NSWG-2 obstacle course. Serious injuries, such as paralysis and death, are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the NSWG-2 obstacle course.

I certify that I, or my minor child(ren), are fully capable of participating in the NSWG-2 obstacle course. I state that I have read the above statement on some of the possible risks associated with the NSWG-2 obstacle course. Therefore, I assume full responsibility for myself, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my sponsors, negligence of another participant in the NSWG-2 obstacle course, or negligence of the U.S. Government and/or it's Officers and employees. I also understand that NSWG-2 reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating on the obstacle course. I, or my minor child(ren), is in good physical condition and able to undertake the NSWG-2 obstacle course.

I agree to indemnify and hold harmless the U.S Government and/or it's officers and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from my, or my minor child(ren), participation in the NSWG-2 obstacle course. I further agree to release, acquit and covenant not to sue the U.S. Government and/or it's Officers and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence, of NSWG-2 and its staff, members, agents and employees or myself, or minor child(ren) or my heirs, against NSWG-2 arising out of participation in the NSWG-2 obstacle course. In short, I cannot sue the U.S. Government and/or it's Officers and employees, to include, NSWG-2, and its personnel and staff, and the U.S. Navy and its members, agents and employees and if I do, I cannot collect any money.

I agree that the site of any lawsuit and the law governing any such lawsuit shall be governed under the Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, which ever is applicable. The terms of this agreement shall continue to be in effect after use of the NSWG-2 obstacle course has ended.

As liquidated damages, I hereby agree that if NSWG-2 is forced to defend any action, lawsuit or litigation by myself, my executors or my heirs, on my family's or my behalf, accordingly, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I have adequate health, disability and life insurance for my minor child or myself.

I hereby give permission for transportation to any medical facility or hospital, and I authorize for any instructor or medical personnel to render necessary emergency medical care for my minor child or myself.

I, _____, of my own free will, for my family, my minor child, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, or my minor child this _____ day of _____ 2006. [] By checking this box, I indicate that I, or my minor

child, do not have any medical conditions that would prevent myself, or my minor child's participation in the NSWG-2 obstacle course.

I have read and understand this agreement.

PARTICIPANT SIGNATURE

SIGNATURE OF PARENT/GUARDIAN
(If participant under 18)

PARTICIPANT PRINTED NAME

PRINTED NAME OF PARENT/GUARDIAN

Phone: () _____

In case of emergency please contact:

Name:

Phone:

I carry medical insurance. Yes____ No____ Group Insurance:_____

Name of provider:_____

Insurance Policy Number:_____

MEDICAL SCREENING FORM

Cadets Name: _____ DOB: _____

PRIVACY ACT STATEMENT

AUTHORITY: Title 5, U.S. Code, 301, OPNAVINST 6110.1F

PRINCIPAL PURPOSE: To provide Expeditionary Warfare Training Group, Atlantic (EWTGLANT), staff with the necessary information to identify potential health risks prior to training evolutions.

ROUTINE USE: For official use and employees of the Department of the Navy in performing their official duties of administering the Health and Physical Training Program.

MANDATORY DISCLOSURE AND CONSEQUENCES OF REFUSAL TO DISCLOSE: Disclosure is necessary to fully evaluate cadets for participation. Failure to provide the requested information will preclude participation in the program.

Please fill this form out legibly. **A medical practitioner must screen all students in order for them to participate in this program.** Checking yes does not exclude your child from participating in the program. This form is used to ensure all training is conducted safely to your child's ability. If you circle yes to any questions please explain on the lines provided. Failure to fill out this form will result in your child not being able to participate in any events.

Asthmatics must bring all their MEDICATIONS with them or they will not participate. Ensure your child has enough for the week.

Parents please fill this form out on your child. Circle (YES) or (NO) in response to each of the below listed questions. When you have answered all the questions, sign and date this form in the spaces provided. If you answer yes to any questions please explain.

1. Do you have difficulty doing strenuous (great effort) exercise?
Yes No
2. Have you been told NOT to participate in long distance runs, such as a 1.5-mile run?
Yes No
3. Have you been told NOT to do curl-ups or push-ups by a physician or other medical professional?
Yes No
4. Has your mother or sister died without any explanation (sudden death) or suffered from a heart attack before the age of 55?
Yes No
Explain _____

5. Has your father or brother died without any explanation (sudden death) or suffered from a heart attack before the age of 45?
Yes No
Explain _____

6. Are you a current tobacco user? Yes No

7. Do you have high blood pressure or are you on blood pressure medication? Yes No

Explain _____

8. Has a doctor ever told you that you have high cholesterol? Yes No

If yes are you on cholesterol medication? Yes No

If yes what type of medication? _____

9. Do you have diabetes? Yes No

If yes what type? _____

10. Are you sedentary (don't exercise at least three to five times per week for at least 30 minutes)? Yes No

11. Have you had any broken bones or a serious accident in the last three months? Yes No

Explain _____

12. Do you think you are overweight? Yes No

11. Do you feel pain in your chest, neck, jaw or arms when doing physical activity? Yes No

Explain _____

13. Do you experience any shortness of breath with relatively low levels of exercise or exertion? Yes No

14. Do you experience any shortness of breath with moderate continuous exercise? Yes No

15. Do you have difficulty breathing or have sudden breathing problems at night? Yes No

Explain _____

16. Have you been diagnosed with asthma? Yes No

17. Are you on medication for asthma? Yes No

If yes what type? _____

18. In the last month have you felt chest pain at rest? Yes No

Explain when was the last time? _____

19. Have you had any problems with light-headedness? Yes No
Explain _____

20. Do you have a known cardiac (heart) disease? Yes No
Explain _____

21. Have you experienced episodes of rapid beating or fluttering of the heart? Yes No

22. Have you unintentionally lost or gained more than 10 percent of your body weight? If yes explain Yes No

23. Do you suffer from lower leg swelling of both legs? Yes No
Explain _____

24. Do you have a bone, joint or muscle problem that may prevent you from doing physical activity of any kind? Yes No

25. Do you have any personal history of metabolic disease (thyroid, renal, liver)? Yes No
Explain _____

26. Have you ever had any type of head injury or diagnosed ailment? Yes No
Explain _____

27. Have you ever been diagnosed with Sickle Cell Trait? Yes No

28. Are you currently under treatment by a physician or other medical practitioner? Yes No
Explain _____

29. Is your child taking any medication(s) and what: Yes No
Explain _____

30. Reason(s) for medication

31. Any other condition(s) not listed above which may affect your child's participation in this program? If yes list below.

I certify that this information is true and accurate and that no information was withheld. **I also certify in the event of an injury or accident after completion of this form I will send an amendment to be attached to this form prior to my child's departure.**

Print Parent Name: _____

Parent Signature: _____

Date: _____

I have reviewed this questionnaire and I am aware of any/all medical concerns listed above.

Military Instructor Signature: _____

Date received: _____

Part B - A qualified medical doctor must see all students or they will not be ineligible to participate.

To Medical Practitioner:

Please screen the following student for participation in the EWTGLANT Mini-Boot Camp. The student will be participating in physical training (up to 1.5 mile run), rappelling, obstacle course, and other physical activities. Please evaluate the student's physical health for clearance to participate in the above training.

I recommend and release (student name)_____for participation in the EWTGLANT Mini-Boot Camp. The child listed above is physically qualified and in good health.

Print Name, Address and Phone Number_____

Signature of Medical Practitioner Date

I do not recommend (student name)_____for participation in EWTGLANT's mini Boot Camp.

Print Name, Address and Phone Number_____

Signature of Medical Practitioner Date

JROTC STANDARD RELEASE FORM

Date _____

I, (Print Full Name) _____, being the legal parent/guardian of (Print Full Name) _____, a member of the Junior Reserve Officers Training Corps and his/her acceptance for Naval/Marine Junior Reserve Officers Training Corps Orientation Training, do hereby release from any and all claims, demands, actions, or causes of action, due to death, injury, or illness the government of the United States and all its Officers, representatives, and agents acting officially and also the local, regional, and national Military Officials of the United States.

I hereby authorize personnel of the Department of Defense, Armed Forces, Public Health Service, or civilian physicians to render such medical and dental care as may be necessary and medically indicated in the case of my son/daughter/ward during his/her period of training, as is deemed necessary by a qualified practitioner.

I understand that care at a military medical facility for non-military dependents will normally be rendered on a temporary (emergency) basis only. If further care is indicated, the patient will be transferred to non-military care as soon as possible. Emergency care provided to cadets who are not military dependents at a military medical facility may be subject to reimbursement, and I may be billed for the care provided. For Navy Medical Department facilities, such care is authorized by NAVMEDCOMINST 6320.3B.

My son/daughter/ward has been determined to have the following allergies:

He/she requires medication for the treatment of:

Listed below are any other medical conditions, which my son/daughter/ward is known to have, which would preclude or limit in any way his/her participation in physical exercise and athletic programs.

Child's physician information is (required):

Name: _____

Address: _____

Telephone (include area code): _____

Medical Insurance Company: **MEDICAL INSURANCE IS REQUIRED TO PARTICIPATE

Insurance Company Name: _ _____

Insurance Company Address Street: _____

City, State, Zip Code: _____

Policy Holder: _____

Policy/ID Number: _____

Telephone Confirmation Number: _____

Dental Insurance Company: (Optional)

Insurance Company Name: _____

Insurance Company Address Street: _____

City, State, Zip Code: _____

Policy Holder Name: _____

Policy/ID Number: _____

Telephone Confirmation Number: _____

PRIVACY ACT NOTIFICATION

Under the authority of 5 U.S.C. Sec. 301, the information regarding your child's/ward's health, medical condition and treatment is requested in order to verify any need to administer medication and to enable medical/dental personnel to diagnose and treat any emergency condition which may arise during training. Pursuant to the Privacy Act, 5 U.S.C. Sec. 552, the requested information will not be divulged without written authorization to anyone other than JROTC/EWTGLANT area personnel involved with administration of JROTC activities and medical/dental personnel requiring the information in order to effectively treat any medical/dental problem, which may arise. Disclosure is voluntary; however, failure to provide the requested information will preclude your child's/ward's participation in the training evolution.

Signature of Parent/Guardian: _____

Address: _____

City _____, State _____, Zip _____

Telephone (including area code)

Work: _____, Cell _____

Home _____, Other #'s _____

CIVILIAN RELEASE OF LIABILITY
(Rifle Range)

Cadet Name (printed): _____

Address: _____

School Orientation Date: _____

Fiscal Year: _____

We request that our son/daughter, _____, be permitted to participate in MCJROTC marksmanship training. We grant our consent with knowledge that the training will involve the firing of rifles. We understand that we may arrange to visit the range facilities and acquaint ourselves with procedures and safety precautions.

For consideration of being permitted to enter and use the Naval Amphibious Base, Little Creek, Norfolk, VA, small-armed ranges, I hereby release, hold harmless, and forever discharge for myself and my heirs, the U.S. Government, it's employees, assigns and agents, from all claims or liabilities arising from or out of use of small arms ranges located on Naval Amphibious Base, Little Creek, Norfolk, VA, and use of firearms connected to such activity, including but not limited to any damage to my property, injury to my child, or my child's death occasioned as a result of said use.

I attest and verify that I have full knowledge of the risk and danger involved in the use of small arms ranges and firearms, and I agree to assume the risk associated with such activity that is inherently dangerous. I do further hereby agree to reimburse and indemnify the U.S. Government, it's employees, assigned, and agents, against any claims or liabilities arising from or out of use of small arms ranges located at Naval Amphibious Base, Little Creek, Norfolk, VA, or firearms connected to such activity, for any loss, damage, or cost they may incur as a result of any action taken by me. I also agree my child will take all necessary, and reasonable efforts to preserve and protect any property owned by the U.S. Government, it's employees, assigns, or agents during said use of small arms ranges and firearms.

Parent's Signature: _____

Print Parent's Name: _____

Date Signed: _____

Military Instructor Signature: _____

Print Military Instructor Name: _____

Date Signed: _____

PERMISSION SLIPHOLD-HARMLESS AND INDEMNITY AGREEMENT

We hereby request that our child, Cadet Print Name _____, be permitted to take part in the MCJROTC orientation visit to Naval Amphibious Base, Little Creek, Norfolk, VA. The visit is sponsored by the MCJROTC program and sanctioned by _____ (school name).

In the case of Junior Naval Reserve Officer Training Corps, Junior Army Reserve Officer Training Corps, and Junior Air Force Reserve Officer Training Corps the trip is sponsored by the students school and not the MCJROTC program or Expeditionary Warfare Training Group, Atlantic (EWTGLANT). If our request is granted, we assume full responsibility for any acts of misconduct or negligence committed by our child in connection with the aforementioned trip, which may result in damage, destruction, or harm to any property or injury or death to any person or persons.

This request is made with the knowledge that our child will take part in activities to include but not limited to the Fort Story Army Obstacle Course, Naval Special Warfare Group TWO (NSWG-2) Obstacle Course, Marine Corps Security Force NBC chamber, 4th Amphibious Vehicle demonstration, NAB Little Creek rappel tower, physical fitness training, ship tour, mike boat tour and any other military training conducted by qualified armed services personnel. I understand that the orientation trip is physically challenging and my child is in good health. I, the undersigned (parent/guardian of participant under 18 years of age), do hereby release and discharge the United States of America and Officers and employees and other personnel of the U.S. Navy and Marine Corps, Naval Amphibious Base, Little Creek, Norfolk, VA, and Fort Story Army Base, Virginia Beach, VA, from all claims of damages, demands, and action whatsoever in any manner arising from or growing out of said participation.

I understand that the activities involved are inherently dangerous, and I further agree that I or my estate shall fully indemnify the U.S. Government and/or it's service members; that is, I agree to pay any and all costs, including attorney fees for the above mentioned parties, in the event that any person or legal entity brings suit against the U.S. Government and/or it's Officers and employees for any property damage or personal injury, including death, which might occur during my child's participation in the previously mentioned activities, whether or not caused by any act or omission or negligence of the U.S. Government and/or it's Officers and employees.

I attest and verify that I have full knowledge of the risks and danger involved in this program and hold the government harmless for any harm or injury, including death, sustained while participating in the said training. Should emergency medical treatment be necessary during this instruction, I hereby grant consent to apply the following medical treatment to my child: any examination, anesthetic, medical or surgical diagnosis and/or treatment, and/or hospital care which is advised by and rendered under the general or special supervision of any duly licensed physician or surgeon. This consent is given in advance of any specific diagnosis.

Parent Signature: _____ Date: _____
 Print Parent Name: _____
 Telephone Numbers: _____
 Date of Birth of Participant: _____