

## RELEASE OF LIABILITY/HOLD HARMLESS AGREEMENT

--Please Read Carefully Before Signing--

1. This release of liability agreement must be signed by a parent or authorized caregiver of a child (hereinafter referred to as Parent) before the child \_\_\_\_\_ (hereinafter referred to as Participant) may participate in any trip or activity conducted by the Marine Corps Installations Pacific Chapel in the 2019 Calendar Year (hereinafter Field Trip) with Marine Corps Bases Japan.

2. The Parent, in consideration of permission granted by the United States Marine Corps for the child to participate in a Marine Corps Bases Japan field trip, acknowledges and agrees as follows:

a. That participating in a Field Trip may entail risks, both known and unknown, of death or serious injury. The risks may arise from car accidents; slip-and-falls, bad weather, animal bites or other animal-related injuries, water hazards, and rock climbing, among other things. The United States Marine Corps, by and through its personnel, will strive to protect Participants' physical safety, but cannot guarantee such safety. This release is intended to cover all injuries of every name, type, kind or nature which the Participant might sustain or suffer from any cause whatsoever connected with or arising out of or by reason of the Participant's participation in a marine Corps Bases Japan field trip. Other Field Trip-specific risks include:

b. That the Participant shall abide by directions given by applicable military regulations, policy directives, instructions, or other applicable guidance to include local supplements, directives, and orders, which are hereby incorporated into this Agreement as if set forth in full within. The Parent/Participant is on notice that such military regulations, directives, instructions, and orders exist, and has a duty to inquire if questions arise as to the content or effect of such directives, regulations, instructions, or orders.

c. The parent believes that the Participant is in good physical condition and health, and there are no medical symptoms, conditions, illnesses, or other ailments which would be aggravated, worsened, or in any way adversely affected by participating in this Field Trip.

3. The Parent releases forever the United States, its agencies, and United States personnel, from every liability arising out of participating in the above-mentioned Field Trip. The Parent will defend, pay or settle every claim or suit against the United States, its agencies, and United States personnel, by agents or employees of the Parent or persons claiming through them, or by third parties, and will hold the United States, its agencies, and United States personnel, harmless against every such claim or suit, including attorney fees, costs, and expenses, arising out of participating in this Marine Corps Bases Japan Field Trip.

Exceptions: Death, injury, damage to persons or property resulting solely from the willful misconduct of United States personnel shall not be affected by this Hold Harmless Agreement. Nothing in this agrees waives rights under Article XVIII of the U.S.-Japan Status of Forces Agreement (SOFA).

4. I understand that these events will be recorded/photographed. By allowing my child to attend, I grant permission for my child's voice, image, or likeness to be recoded and reproduced in the unlimited distribution, advertising, promotion, and exhibition of these events by any method now or hereafter decided. I agree that I am not receiving anything of value for the release of these rights.

5. For the purpose of this Hold Harmless Agreement, the term "United States personnel" shall include:

- a. Military personnel and civilian employees of the United States, including non-appropriated fund employees, acting within the scope of their employment,
- b. Contractor personnel supporting activities of the Chapel acting within the scope of their contracts and the scope of their employment;
- c. Volunteers acting in support of the activities of the Chapel; and
- d. Heirs, successors, executors, administrators, and assigns of such employees.

\_\_\_\_\_  
Printed Name of Child

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/ Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Home Phone # of Parent/Guardian**

\_\_\_\_\_  
**Cell Phone**

\_\_\_\_\_  
**Work Phone**

\_\_\_\_\_  
Printed Name of Witness:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**In the event that emergency medical treatment is needed, the child must have his/her dependent Identification Card on their person in order to obtain treatment; children who have ID cards will not be allowed to participate in the Field Trip without their ID cards.**

In the event the parent/guardian cannot be contacted, please list other

**EMERGENCY CONTACTS:**

Name: \_\_\_\_\_ Phone/Cell: \_\_\_\_\_

Name: \_\_\_\_\_ Phone/Cell: \_\_\_\_\_