

IMPORTANT: THIS IS A LEGAL DOCUMENT

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

PHYSICAL TRAINING PROGRAM ACKNOWLEDGMENT OF RISK

The Naval Reserve Officers Training Corps ("NROTC") Unit of Marquette University, hereinafter, "the NROTC UNIT" and its staff have done everything possible to ensure members of the **New Student Orientation** experience a realistic introduction to the rigors of military service and training. We intend to allow members of the **New Student Orientation** program to participate in our NROTC UNIT's "Physical Training Program." You are advised that the Physical Training Program is not risk-free. The same elements that contribute to the unique character and nature of the Physical Training Program, such as physical challenges and exertion, can cause loss or damage to equipment, injury or illness, or in extreme cases, trauma or death. You must read, sign, and return this document to our office to participate in the Physical Training Program.

The Physical Training Program may consist of the following activities: pull-ups, push-ups, upper body conditioning, rope climbs, calisthenics, abdominal exercises, distance running, endurance running (including runs with weighted packs and/or boots/utility runs and/or obstacle/confidence courses), hiking (with and without weighted packs), timed track work-outs, mock physical/combat fitness tests, exercises/drills (low crawl, fireman's carry, bear crawl, commando crawl, etc.), plyometrics, log drills (carrying logs while running/hiking), weight training, swimming, water entries, water survival skills, and circuit training, to name a few. The Physical Training Program may also consist of field training exercises, such as land navigation/orienteering, live fire exercises, fire team/squad formations, repelling, fast-ropeing, and field trips to locations of interest to future Navy and Marine Corps officers. It is noted that participation in the preceding activities may involve transportation to and from the NROTC UNIT.

A physician's approval is suggested prior to your participation in this program. Participation in any or all of the activities stated above may result in bodily injury, strains, fractures, partial and/or total paralysis, or 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 preceding list is not an exclusive or exhaustive statement of possible injuries, trauma, or accidents that may occur while participating in the Physical Training Program. You should not participate in this Physical Training Program if you are using drugs or alcohol or have any limiting factors, physical conditions, or disabilities.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that I am fully capable of participating in the Physical Training Program and that I have read the above statement concerning some of the possible risks associated with the Physical Training Program. Accordingly, I assume full responsibility for bodily injury, death, loss of personal property and any expenses that are a result of my negligence or the negligence of another participant in the program or activity, or the negligence of the United States or its employees/agents. I also understand that the NROTC UNIT reserves the right to refuse participation to any person it judges to be incapable of meeting the rigors and requirements of the Physical Training Program. I am in good physical condition and able to undertake the activities associated with this program.

I, on behalf of myself, my family, and my heirs and assigns, agree to indemnify and hold harmless the United States of America and its employees/ agents from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the Physical Training Program, including all claims, damages, losses, injuries and expenses arising out of or resulting from my transportation to and from the activities of the Physical Training Program. I further agree to release, acquit and covenant not to sue the United States of America or its employees/agents for all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind including the negligence of the United States and its employees/agents. In short, my family members, heirs, assigns and I cannot sue the United States of America or its employees/agents, and if I or they do, we waive the collection of any monetary damages.

I have adequate health insurance coverage and understand that if I should incur any injuries or medical costs associated with my participation in this program, I will be responsible for my paying my own medical expenses.

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

I authorize and release to the NROTC UNIT and its staff, the use of my image in any photograph or video recording for any NROTC UNIT purpose.

I hereby give permission that if necessary, I be transported to any medical facility or hospital and I authorize the rendering of necessary medical care for me by emergency or medical personnel and/or medically qualified members of the NROTC UNIT. I authorize the release of my individually identifiable health or insurance information in the possession of the NROTC UNIT, including information concerning my HIV or AIDS status, that is necessary, to any medical facility, hospital, ambulance service, first aid provider, first aid service, doctor, nurse or other such person or entity for the purpose of rendering medical care on my behalf, for payment for such care, or for other authorized purposes under the Health Insurance Portability & Accountability Act (HIPAA) of 1996.

[_____] **(INITIALS REQUIRED)** I have no medical or other condition that would prevent my participation in this Physical Training Program, AND;

I, _____, of my own free will, for my heirs and executors and myself, have read this agreement in its entirety and fully understand and acknowledge the risks and liability involved from my participation in the Physical Training Program. I certify that I have read, fully understand, do freely sign, and agree with the conditions of this waiver on this _____ day of _____ 20____.

PHONE: (_____) _____ - _____

PARTICIPANT SIGNATURE / PRINTED NAME

ADDRESS, STATE, ZIP CODE

EMERGENCY POINT OF CONTACT

NAME

RELATIONSHIP

PHONE: (_____) _____ - _____

MEDICAL INSURANCE

PROVIDER/INSURER

GROUP/POLICY NUMBER

PHONE: (_____) _____ - _____