



United States Air Force
Junior Reserve Officer Training Corps (JROTC)
Palo Verde High School
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Palo Verde AFJROTC

VOLUNTARY WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS. BY YOUR SIGNATURE ON THIS AGREEMENT, YOU INDICATE YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS BELOW. IN ORDER FOR YOUR STUDENT TO PARTICIPATE IN TAKING AN AIRPLANE RIDE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING:

NAME OF PARTICIPANT: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ SOCIAL SECURITY NUMBER: _____

DATE OF BIRTH: _____ (mo/day/year) AGE: _____

PARENT(S)/GUARDIAN(S) INFORMATION:

NAME: _____ RELATION _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ PHONE NUMBER: _____

The undersigned certify that I am the parent or legal guardian of, _____ a minor person.

The undersigned hereby give the above mentioned child permission to participate in an airplane ride, which I/we understand will take place in an FAA registered airplane flown by a licensed pilot in accordance with federal regulations. The undersigned further understand that no aerobatic or non-standard maneuvers will be performed.

Therefore, in consideration of the mutual covenants and conditions contained in this Release, the undersigned hereby agree as follows:

1. **Assumption of Risks.** The undersigned understand that traveling in an aircraft, necessarily entails a risk of grave bodily injury or death from pilot error or other circumstances. Aircraft flights can crash from mechanical failure, negligent maintenance, range and altitude limitations of aircraft, defects in runways and unimproved landing strips, interference by wildlife, limited or non-existent air traffic control and radar coverage, limited approach procedures to controlled airports, lack of instrument approach

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and departure procedures at airports of use, limited or non-existent search and rescue, unfavorable weather or terrain conditions, latent defects in aircraft or other modes of transportation, the possibility of contaminated fuel, hostile environment or government activities, terrorist acts, lack of sufficient security for aircraft and personnel, or other causes, or a combination of causes. The undersigned understand that while all reasonable efforts will be made to provide a safe environment, certain risks are involved. The undersigned expressly agree to assume the risks inherent in travel by aircraft either foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission, and freely and voluntarily choose to participate in these activities with full knowledge of these risks;

2. **Waiver of Claims.** On behalf of myself/ourselves and my/our child/ward and his/her personal representatives, heirs, executors, administrators, successors, assigns and any and all other persons, firms, employers, corporations, associations, or partnerships, the undersigned agree and do hereby release, waive, forever discharge, agree to indemnify and covenant not to sue Clark County School District, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees and agents and all participants and sponsors of the United States Government, United States Air Force and Palo Verde High School Air Force Junior ROTC (hereinafter referred to as the "Releasees"), for claims including but not limited to any claim for damages, relief or compensation which I/we or my child may have by reason of injury, death, property damage or loss of any kind arising out of my participation in any part of the Air Force Junior ROTC program (including airplane rides).
3. **Hold Harmless.** On behalf of myself/ourselves and my/our child/ward and his/her personal representatives, heirs, executors, administrators, successors, assigns and any and all other persons, firms, employers, corporations, associations, or partnerships, the undersigned agree to exempt, absolve, hold harmless and indemnify the Releasees of and from any and all current or future responsibility, liability, duty of care, and/or claims arising out of any injury, death or loss while participating in any part of the Air Force Junior ROTC program (including airplane rides), even if such loss, damage, injury, or death is the result of negligence on the part of any or all of the Releasees, or from any other cause. The undersigned hereby expressly agree to indemnify and hold harmless the Releasees from any claims, losses, costs or expenses of any kind, which Releasees may incur as a result of any lawsuit, claim or demand made by said minor against Releasees for any of the activities contemplated herein, to include but not limited to any such lawsuit, claim or demand asserted against Releasees after said minor reaches the age of majority.
4. **Covenant Not To Sue.** On behalf of myself/ourselves and my/our child/ward and his/her personal representatives, heirs, executors, administrators, successors, assigns and any and all other persons, firms, employers, corporations, associations, or partnerships, the undersigned covenant not to sue and agree to never initiate, or be a party to any lawsuit, claim, demand, prosecution or action of law for any damages, relief, or compensation, which I/we may have by reason of injury, death, damage or loss of any kind whatsoever relating to the negligence on the part of any or all of the Releasees arising out of my or the aforementioned child's participation in any part of the Air Force Junior ROTC program (including airplane rides).
5. **Authorization for Medical Care.** The undersigned, as parent(s) and legal guardian(s) of the above child, understand that in case of serious injury or illness, I/we will be notified. If I/we cannot be contacted, I/we consent and give permission to any x-ray, anesthetic, medical or surgical diagnosis or treatment and hospital care subsequently deemed necessary by a licensed health care provider. The undersigned understand that this authorization is given in advance of any specific diagnosis, treatment or hospital care, and that it is given to provide the Air Force Junior ROTC staff authority to seek medical treatment, and to provide a licensed health care provider the authority to administer this treatment as he/she judges necessary to the above-named child. The undersigned

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hereby give permission to the Air Force Junior ROTC staff to provide routine health care, administer prescribed medications, and seek emergency medical treatment including ordering x-rays or routine tests. The undersigned give permission to the Air Force Junior ROTC staff to arrange necessary related transportation for my child. I accept full responsibility for payment of all services rendered.

6. **Choice of Law.** This Release shall be governed by and construed under the laws of Nevada. I/we agree that any legal action or proceeding relating to this Release, or arising out of any injury, death, damage or loss as a result of my participation in any party of the Air Force Junior ROTC program (including airplane rides), shall be brought only in Clark County, Nevada.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital. The undersigned have been given ample time to read this Release, and each of the undersigned fully accepts its contents and conditions and agrees to them by signing this Release voluntarily. We are aware that by signing this Release that we are waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigned may have against the Releasees.

Parent/Legal Guardian's Name _____

Parent/Legal Guardian's Signature _____ Date _____