

INDIVIDUAL RELEASE OF LIABILITY/HOLD HARMLESS AGREEMENT ("AGREEMENT")

PRIVACY ACT STATEMENT

This information is collected pursuant to 5 USC 301. The purpose of this information is to form a legally binding release agreement. The information will be used to evaluate and defend potential claims against individuals concerned and the United States Government. The information could ultimately be used in civil litigation and in the course of preparation for litigation. Supplying this information is voluntary; however, failure to provide the information could result in a denial of permission to participate in the events stated below.

I, the undersigned, acting in my own capacity and on behalf of myself, my heirs, children, wards, guardians, executors, administrators, subrogees and assigns and estate, under the authorities Army Regulation 145-2 grants the the Commanding Generals of U.S. Army Cadet Command and Fort Knox, Kentucky, while participating in the event(s) stated below, do hereby release the United States; U.S. Army; the Commanding Generals of U.S. Army Cadet Command and Fort Knox, Kentucky, and their officers, agents, and employees of and from any liability, claims, court actions, or causes of action for personal injury or property damage which I may suffer while participating in said events, during my transportation to and from the site, or while using facilities at Fort Knox. This release from liability covers any injury or damage resulting from my visit to Fort Knox to specifically include, but not be limited to, participation in those events.

Law Governing: The terms of this Agreement shall be governed and interpreted in accordance with the statutes and regulations of the United States, including but not limited to the regulations of the Department of Defense, Department of the Army, and U.S. Army Cadet Command, federal law, including but not limited to federal common law, and, when state law is incorporated as federal law, by the applicable laws of the Commonwealth of Kentucky.

Forum Selection: The parties agree that any dispute concerning participation in and/or claim and/or case (howsoever termed or denominated) arising from or pertaining to participation in the Raider Challenge and associated activities shall be brought before and resolved before the appropriate administrative and/or judicial forum in the Commonwealth of Kentucky, except to the extent applicable federal law vests subject matter jurisdiction in another forum.

Medical/Hospitalization Insurance: The Signatory to this Agreement represents that to the best of his or her knowledge he or she is covered by medical and hospitalization insurance or other financial assurance mechanism which will cover medical care and/or treatment and/or hospitalization and/or emergency medical transportation which may arise during the Raider Challenge event. The Signatory (and his or her Guardian(s) and/or parents) acknowledge that participation in the Raider Challenge and associated activities does not entitle the Signatory or any others to medical and/or hospitalization care, treatment and/or costs coverage at the cost and/or expense of the United States, Department of Defense, Department of the Army and/or U.S. Army Cadet Command.

Area of Activities: The Signatory to this Agreement acknowledges receipt of information which delineates the areal extent of the Raider Challenge and associated activities and that there is no invitation or permission extended to other areas, facilities and/or activities, and agrees to remain within said areal extent of the Raider Challenge and associated activities. This limitation does not apply to such person who has a right to visit and/or utilize other areas, facilities and/or activities such as military retirees, active duty and reserve component military service members, and their respective dependents. Should the Signatory wish to visit other areas, facilities and/or activities, he or she shall obtain a Temporary Visitors Pass at the Welcome Center before visiting such other areas, facilities and/or activities.

Waiver and Hold Harmless: The Signatory to this Agreement and his/her children, wards, guardians, heirs, executors, administrators, subrogees and assigns agree to and accept being allowed to participate in the Raider Challenge and associated activities in consideration for a full and complete release of any and all claims, demands, rights, and causes of action of any kind, whether known or unknown, including without limitation any claims for fees, costs, expenses, survival, or wrongful death, arising from and all known or unknown, foreseen or unforeseen bodily injuries, personal injuries, death, or damage to property, which they may have or hereafter acquire against the United States, its agencies, its agents, servants, or employees, on account of the subject matter of any administrative claim or suit, or that relate or pertain to or arise from, directly or indirectly, the participation in the Raider Challenge and associated activities. Each Signatory to the Agreement and his/her children, wards, guardians, heirs, executors, administrators, subrogees and assigns further agree to reimburse, indemnify, and hold harmless the United States, its agencies, its agents, servants, and employees, from and against any and all claims, demands, rights, and causes of action of any kind, whether known or unknown, including without limitation claims for subrogation, indemnity, contribution, or lien of any kind, or for fees, costs, expenses, survival or wrongful death that relate or pertain to or arise from, directly or indirectly, any act or omission that relates to the participation in the Raider Challenge and associated activities and/or being a spectator thereto.

I make this Individual Release of Liability/Hold Harmless Agreement voluntarily and realizing the consequences of said waiver and release.

PARTICIPANT NAME

EVENT(S):
RAIDER CHALLENGE 2023
AND ALL ASSOCIATED ACTIVITIES

PARTICIPANT SIGNATURE

PARENT/GUARDIAN NAME
(IF PARTICIPANT IS UNDER AGE OF 18)

DATE(S) OF EVENT:
O/A 02-05 NOVEMBER 2023

PARENT/GUARDIAN SIGNATURE
(IF PARTICIPANT IS UNDER AGE OF 18)

LOCATION(S) OF EVENT:
A/N FORT KNOX, KENTUCKY

ADDRESS

CITY STATE ZIP

WITNESS NAME

WITNESS SIGNATURE

DATE