

HOLD HARMLESS AND RELEASE FROM LIABILITY AGREEMENT

Parent/Guardian Agreement if Poolee/Guest is under 18 Years of Age

I, _____ (PRINT NAME), hereinafter "Parent/Guardian",
on the behalf of _____ (PRINT MINOR'S NAME),
hereinafter "Poolee/Minor", enter into this **HOLD HARMLESS AND RELEASE FROM
LIABILITY AGREEMENT** ("Agreement") with the United States Marine Corps on
_____ (DATE) in _____ (CITY, STATE).

AGREEMENT

1. For consideration of allowing my Poolee/Minor to participate at his or her request, Parent/Guardian and the United States Marine Corps agree as follows:
 - a) Parent/Guardian represents that they are the legal guardian of the Poolee/Minor named above and that they have legal care, custody and control over the Poolee/Minor.
 - b) Parent/Guardian agrees that their Poolee/Minor can fully participate in physical training. Parent/Guardian and Poolee/Minor fully understand that the physical training is designed to be **EXTREMELY RIGOROUS** and is intended as preparation for success at Marine Corps Recruit Training.
 - c) Parent/Guardian agrees to **HOLD HARMLESS** and **RELEASE FROM LIABILITY** the United States Marine Corps, including but not limited to all personnel, agents, or employees, therein, acting in their official or unofficial capacity, from any and all claims, actions, and judgments, including costs and attorney's fees, from any personal injury, up to and including death, or property damage arising from or related to your Poolee/Minor's participation in today's physical training, whether official or unofficial, **INCLUDING NEGLIGENT CONDUCT BY THE UNITED STATES MARINE CORPS.**
 - d) Parent/Guardian further agrees **TO INDEMNIFY AND HOLD HARMLESS** the United States Marine Corps from any loss, liability, damage or costs, including court costs and attorney's fees, due to my own or my Poolee/Minor's participation in physical activity, **WHETHER CAUSED BY NEGLIGENT CONDUCT BY THE UNITED STATES MARINE CORPS** or otherwise.
 - e) Parent/Guardian agrees that it is their express intent that this Agreement shall bind **ALL THE MEMBERS OF THEIR FAMILY and THEIR POOLEE/MINOR'S FAMILY,** including any additional person with joint legal custody of Poolee/Minor. This includes all heirs, assigns, and personal representatives if any party is deceased.
 - f) **TODAY'S PHYSICAL TRAINING IS COMPLETELY VOLUNTARY** and Poolee/Minor, Parent/Guardian, or the United States Marine Corps, can stop participation at any time, for any reason.
 - g) The physical activity and events could include, but are not limited to, pull-ups, sit-ups, flexed arm hang, crunches, push-ups, rope climbing, sprinting, jogging, hiking, ammo can lifts, obstacle courses, and team building exercises.

HOLD HARMLESS AND RELEASE FROM LIABILITY AGREEMENT

2. **Assumption of Risk for Medical Issues**

- h) Parent/Guardian acknowledges that he or she accepts **ANY AND ALL RISK** of his or her Poolee/Minor's medical conditions and agrees to **HOLD HARMLESS** and **RELEASE FROM LIABILITY** the United States Marine Corps from any and all injuries, up to and including death, stemming from the physical activities outlined above that may occur from **ANY MEDICAL CONDITION OF THEIR POOLEE/MINOR**, whether disclosed, undisclosed, known, or unknown by either party.
- i) Parent/Guardian is **HIGHLY RECOMMENDED** to obtain a full physical for their Poolee/Minor from a licensed physician before completing any physical activity and acknowledges that any physical activity undertaken by their Poolee/Minor is completely **VOLUNTARY AND AT THEIR OWN RISK** and Parent/Guardian or Poolee/Minor **SHOULD DISCLOSE ANY CURRENT MEDICAL CONDITIONS**.
- j) Parent/Guardian acknowledges that they and their Poolee/Minor have a **CONTINUING OBLIGATION** to disclose any changes to their Poolee/Minor's medical condition.

3. Parent/Guardian acknowledges that he or she has not relied on **ANY REPRESENTATIONS**, whether explicitly or implicitly made, other than the written terms outlined above and that **ONLY THE WRITTEN TERMS** of this contract represent the full and complete Agreement.

4. This Agreement shall remain valid until either the Poolee/Minor turns 18 years of age or reports to Marine Corps Recruit Training and accesses to active duty, whichever comes first.

(Signature of Parent/Guardian)

(Date)