

Adaptive Reconditioning Release of Liability and Hold Harmless Agreement

NOTE: *This document must be read and signed unaltered before the participant is permitted to take part in any Navy Wounded Warrior (NWW) Adaptive Reconditioning Program event (I.E., training, competition, processing, or meeting sessions).*

BY SIGNING THIS AGREEMENT, THE PARTICIPANT AFFIRMS HAVING READ AND UNDERSTOOD IT AND IS IN AGREEMENT WITH ITS CONTENTS.

IN CONSIDERATION of my involvement in the sport and activities under the auspices of the NWW Adaptive Reconditioning Program, I acknowledge and agree as follows:

1. RISK IS INHERENT IN PARTICIPATION IN SPORTS and related training and discipline, including risk of injury or death from the use of equipment and facilities, as well as risk of damage to or loss of property.
2. During the current COVID-19 pandemic there are risks associated with travel, group gatherings, group sporting events as well as other activities. This risk is increased for unvaccinated persons or those with identified conditions that place them at higher risk for severe disease as defined by the United States Center for Disease Control (CDC). The CDC does not recommend travel for unvaccinated persons. I read and fully understand the CDC COVID guidelines.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown.
4. I willingly agree to comply with the stated and customary terms and conditions for participation, if, however I observe any unusual or unnecessary hazard during my presence or participation, I will bring such to the attention of the nearest NWW official immediately.
5. I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, ASSIGNEE, PERSONAL REPRESENTATIVES, and NEXT OF KIN, HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS AND PROMISE NOT TO SUE THE UNITED STATES GOVERNMENT, UNITED STATES DEPARTMENT OF DEFENSE, UNITED STATES NAVY OR REPRESENTATIVE OF THE NAVY WOUNDED WARRIOR, AND THEIR OFFICERS, COACHES, VOLUNTEERS, STAFF, SPONSORS, AND/OR AGENTS, WITH RESPECT TO ANY AND ALL INJURY AND/OR LOSS ARISING FROM MY PARTICIPATION, HOWEVER CAUSED, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE OR WANTON MISCONDUCT. I FURTHER HEREBY WAIVE MY RIGHTS TO ASSERT ALL CAUSES OF ACTION, CLAIMS, OR DEMANDS, OF ANY NATURE THAT I MAY NOW HAVE OR MAY HAVE IN THE FUTURE FOR ANY PERSONAL INJURY TO MYSELF, DEATH, OR FOR ANY DAMAGE TO PROPERTY, OR FOR ANY ACCIDENT OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED TO MY PARTICIPATION IN ACTIVITIES ASSOCIATED WITH NWW-SH ADAPTIVE RECONDITIONING PROGRAM.
6. This Release of Liability and Waiver Agreement shall remain valid for the entire calendar year in which it is executed (expiring on December 31 of that year) or until it is expressly revoked by written notice from me to the NWW Adaptive Reconditioning Program, whichever occurs first; provided however, that any such revocation shall not in any manner affect the waiver and release of liability given hereunder for any acts or occurrences prior to receipt of said written notice by the NWW Adaptive Reconditioning Program or prior to termination of my participation.

I have read this Release of Liability and Hold Harmless Agreement and certify that I am legally competent to sign this document. I fully understand the terms of this document and that this document is legally binding. I understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.



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Participant Printed Name	Signature	Date
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Witness Printed Name (NWW Staff Member)	Signature	Date
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