LIABILITY RELEASE & EXPRESS ASSUMPTION OF RISK

AIR FORCE SPECIAL WARFARE TRAINING ACTIVITIES

ACKNOWLEDGMENT OF RISKS AND ACTIVITIES. I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of the physical activities involved with participating in Air Force Special Warfare (AFSW) training and candidate development. These activities include, but are not limited to: cardiovascular conditioning, strength and endurance training, rucking and weighted marches, aquatic and underwater breath-hold training, obstacle course navigation, combatives and contact drills, high-intensity interval training, simulated field training exercises, all events on the AFSW Initial Fitness Test (IFT) and Diagnostic Fitness Testing Evaluation Form (DFT) (Push-Ups, Sit-Ups, Pull-Ups, 1.5-Mile Run), and any other physical activity provided or supervised by Air Force personnel at the event. This release applies to all AFSW career fields: Pararescue (PJ), Combat Control (CCT), Special Reconnaissance (SR), Tactical Air Control Party (TACP), Tactical Air Control Party Officer (TACP-O), Special Tactics Officer (STO), Combat Rescue Officer (CRO), Explosive Ordnance Disposal (EOD), and SERE.

REPRESENTATION OF PHYSICAL CONDITION. I hereby state I am in good physical condition and health, and I know of no medical symptoms, conditions, illnesses, or other ailments which would be aggravated, worsened, or in any way adversely affected by my participation in the activities which assess or improve my ability to function in the physical challenges of Air Force Special Warfare training. I agree to disclose any relevant medical condition to the supervising recruiter prior to participation.

VOLUNTARY PARTICIPATION. I understand I am not required to participate in these activities. I hereby state that I am voluntarily participating in these activities because I desire to participate. I agree to follow the directions and orders of the Air Force personnel directing these activities.

ASSUMPTION OF RISK. In consideration for being allowed to participate in these activities, I hereby personally assume all risks in connection with said activities, for any harm, injury or damage that may befall me, including all risks connected with these activities, including but not limited to musculoskeletal injury, cardiovascular events, heat-related illness, dehydration, drowning or near-drowning, shallow water blackout, hypoxic blackout, blunt-force trauma, concussion, and exposure to communicable disease.

MEDICAL TREATMENT AND COSTS. I understand that while basic first aid and emergency response coordination may be provided on-site, the Air Force does not assume financial responsibility for any medical treatment I may require as a result of injury during these activities. I am responsible for the cost of any such treatment, including transportation to medical facilities. I

authorize emergency medical personnel to render necessary care in the event I am unable to consent.

RELEASE OF LIABILITY. I hereby exempt, release, and hold harmless the United States Government and the United States Air Force, their employees, agents, officers, directors, and representatives, from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in these activities, to the fullest extent permitted by law.

LIMITATIONS OF THIS RELEASE. I understand that this release does not apply to, and I do not waive, any claim arising from gross negligence, recklessness, willful misconduct, or intentional acts of the released parties, or from any violation of applicable safety statute or regulation. This release applies only to claims arising from ordinary negligence to the extent permitted by law.

CALIFORNIA PARTICIPANTS — WAIVER OF UNKNOWN CLAIMS. For activities occurring in the State of California, I expressly waive the benefits of California Civil Code Section 1542, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." I understand and acknowledge that this release applies to all claims, known or unknown, arising from my participation.

INDEMNIFICATION. I agree to indemnify and hold harmless the United States Government, the United States Air Force, and their employees from any claim, demand, or cause of action brought by any third party arising from my own conduct or property during participation in these activities.

AGE AND LEGAL CAPACITY. I state that I am of lawful age and legally competent to sign this liability release. If I am under the age of 18, I will not sign this document without the additional signature of my parent or legal guardian on the guardian section below.

GOVERNING LAW AND SEVERABILITY. This agreement shall be interpreted according to federal law and, where applicable, the substantive law of the state in which the activity occurs. If any provision of this agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

ACKNOWLEDGMENT. I have read this entire document. I understand that it is a contract and a release of legal rights. I have had the opportunity to ask questions about its contents. I sign it freely and voluntarily.

PARTICIPANT SIGNATURE

PARTICIPANT SIGNATURE

DATE

PRINTED NAME

DATE OF BIRTH

PARENT OR GUARDIAN CONSENT — REQUIRED IF PARTICIPANT IS UNDER 18. I am the parent or legal guardian of the participant named above. I have personally read and understand the entire Liability Release and Express Assumption of Risk above. I have explained the contents to my child and have had the opportunity to ask questions.

By signing below, I agree, on behalf of myself and my minor child, to release, acquit, and forever discharge the United States Government and the United States Air Force, their employees, agents, officers, directors, and representatives, from any and all liability, claims, demands, or causes of action of any kind and nature, including those arising from ordinary negligence, which I, my minor child, my heirs, executors, or assigns may have or ever claim to have arising from my child's participation, to the fullest extent permitted by law.

I expressly assume, on behalf of my minor child and myself, all inherent and ordinary risks of the activities described, including those listed in the Assumption of Risk section above. I acknowledge that this consent does not waive any claim arising from gross negligence, recklessness, or willful misconduct.

I have legal authority to sign on behalf of the minor named above and to bind both myself and the minor to the terms of this agreement.

PARENT / GUARDIAN SIGNATURE

PARENT OR GUARDIAN SIGNATURE

DATE

PRINTED NAME

RELATIONSHIP TO PARTICIPANT