

HOLD HARMLESS AND RELEASE FROM LIABILITY AGREEMENT
POOLEE/CANDIDATE/*PARTICIPANT* UNDER 18 YEARS OLD

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

INTENT OF PARTIES

1. Minor Poolee/Candidate desires to participate in weekly physical activity and monthly pool functions in order to succeed at Marine Corps Recruit/Officer Training. The intent of this Agreement is to preclude any and all claims against the United States and the United States Marine Corps arising from and relate to any and all injuries or property damages the Minor Poolee/Candidate may suffer as a result of attending any of the physical activities undergone in preparation for Marine Corps Recruit/Officer Training.

AGREEMENT

2. For consideration of allowing my Minor Poolee/Candidate 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 Minor Poolee/Candidate named above and that they have legal care, custody, and control over the Minor Poolee/Candidate.
 - b) Parent/Guardian agrees that their Minor Poolee/Candidate can fully participate in physical training. Parent/Guardian and Minor Poolee/Candidate fully understand that the physical training is designed to be **EXTREMELY RIGOROUS** and is intended as preparation for success at Marine Corps Recruit Training/Officer Candidate School.
 - 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 Minor Poolee/Candidate'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 Minor Poolee/Candidate'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 MINOR POOLEE/CANDIDATE'S FAMILY,** including any additional person with joint

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legal custody of Minor Poolee/Candidate. This includes all heirs, assigns, and personal representatives, if any party is deceased.

ASSUMPTION OF RISK FOR MEDICAL ISSUES

- f) Parent/Guardian acknowledges that he or she accepts **ANY AND ALL RISK** of his or her Minor Poolee/Candidate'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 MINOR POOLEE/CANDIDATE**, whether disclosed, undisclosed, known, or unknown by either party.
- g) Parent/Guardian is **HIGHLY RECOMMENDED** to obtain a full physical for their Minor Poolee/Candidate from a licensed physician before completing any physical activity and acknowledges that any physical activity undertaken by their Minor Poolee/Candidate is completely **VOLUNTARY AND AT THEIR OWN RISK** and Parent/Guardian or Minor Poolee/Candidate **SHOULD DISCLOSE ANY CURRENT MEDICAL CONDITIONS**.
- h) Parent/Guardian acknowledges that they and their Minor Poolee/Candidate have a **CONTINUING OBLIGATION** to disclose any changes to their Minor Poolee/Candidate's medical condition.

DESCRIPTION OF PHYSICAL ACTIVITY

- i) Parent/Guardian, by signing this Agreement, fully understands that the physical training is designed to be **EXTREMELY RIGOROUS** and intended to prepare the Minor Poolee/Candidate for success at Marine Corps Recruit/Officer Training.
 - j) **ANY PHYSICAL ACTIVITY IS COMPLETELY VOLUNTARY** and Minor Poolee/Candidate, Parent/Guardian, or the United States Marine Corps, can stop participation at any time, for any reason.
 - k) 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.
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 Minor Poolee/Candidate turns 18 years of age or reports to Marine Corps Recruit/Officer Training and accesses to active duty, whichever comes first.

(Signature of Parent/Guardian)

(Date)