

LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of the Rhode Island National Guard's permission extended to me to ***participate in a Blackhawk Helicopter Orientation Flight***, I hereby release the United States of America and the State of Rhode Island, the Adjutant General, their agents, servants and other employees, from any liability for damage or injury to any person and property caused by the intentional, negligent, grossly negligent, willful, wanton and reckless conduct due to the acts of the above named sovereignties, their agents, servants and other employees for the duration of this activity. I hereby sign this waiver entirely upon my own volition, initiative, risk, and responsibility in consideration to participating in this flight.

I further agree to defend, indemnify and otherwise hold harmless the United States and the State of Rhode Island, their agents, servants and other employees, in any and all motions, either in law or equity, which may be brought against them for damage or injury or death to myself or any person or his/her property which may arise out of this activity, performed by the Rhode Island National Guard, its agents, servants or other employees, licensees or invitees, be it intentional or negligent, grossly negligent or willful, wanton or reckless, which using the aforementioned equipment.

I, _____, INDIVIDUALLY AND FOR MY SUCCESSORS, HEIRS, LEGATEES AND ASSIGNS, HEREBY AGREE TO DEFEND, INDEMNIFY, AND OTHERWISE HOLD HARMLESS THE ABOVE-MENTIONED SOVEREIGNTIES FOR CLAIMS, ACTIONS OR AWARD AGAINST SAID SOVEREIGNTIES BY ME OR ON MY BEHALF.

I HAVE READ THE ABOVE AND UNDERSTAND ALL THE AGREEMENTS AND WARNINGS CONTAINED THEREIN.

Parent / Guardian _____

Cadet / SSN: _____

Address _____

Telephone: _____

Date: _____

Witness:

(Name)

(Designation)

Two executed copies of this form will be prepared. The licensee shall keep one copy and one copy shall be kept on file at State Headquarters.