

GROUP RELEASE AND HOLD HARMLESS AGREEMENT

PRIVACY ACT STATEMENT

AUTHORITY: Title 10, USC, Section 3012(g)

REASON: This information will be used for emergency contact or to verify personnel have departed the training area.

ROUTINE USE: For use by Area Access Control Center to ensure safety of visitors/facility users.

DISCLOSURE: Voluntary, however, failure to provide information will result in area access clearance not being granted.

For and in consideration of access to and use of Fort Hood training facilities and training areas for official business, the undersigned does hereby release and discharge the Department of the Army, its agents, servants, and employees, of and from any and all liability, actions, claims, demands, or suits whatsoever, that the undersigned may acquire on account of, arising out of, or in conjunction with, the use of Fort Hood training facilities or training areas by the undersigned or the United States Army and its personnel. Further, the undersigned assumes responsibility for informing those entering or using Fort Hood training areas with him or her of the risk undertaken upon entering training areas. The undersigned is fully aware that presence in Fort Hood training facilities and training areas risk exposure to serious injury because of Fort Hood training and training areas contain unexploded munitions both above and below the surface and are used for military training involving high speed vehicles and weapons fire. The undersigned is fully aware that training, including weapons fire, may continue in training areas while the undersigned is present in training areas.

Further, the undersigned agrees to indemnify and hold harmless the Department of the Army, its agents, servants, and employees of and from any and all expenses, claims, demands, suits, and causes of actions asserted by any person, firm, or corporations for personal injury or property damage incurred as a result of or arising from the intentional, reckless, or negligent acts or omissions of the undersigned while in Fort Hood training facilities and training areas. The undersigned agrees to allow no damage or destruction to Fort Hood training facilities and training areas and to leave training facilities and training areas in essentially the same condition as when the undersigned entered the area. The undersigned specifically promises to immediately inform Range Division of any damage caused to training facilities or training areas or hazards created in training areas by the undersigned. The undersigned agrees to bear the expense of repairing any damages or removing any hazards created by the undersigned.

The undersigned further warrants that no promise or agreement not herein expressed has been made, that this release is not executed in reliance or any statement or representation made by the party (parties) hereby released or said party's (parties') representatives or agents, concerning any thing or matter.

The Release and Hold Harmless Agreement covers all injuries, both fatal or non-fatal, illness of every name, kind, or nature and personal property damage which may be sustained or suffered from any cause whatsoever connected with or arising out of the use of Fort Hood training facilities and/or training areas.

