

**PARENTAL CONSENT FORM**

The following parental responsibility statement is to be executed by the parent, stepparent or guardian where applicant is a minor **under the age of 18**.

**AUTHORIZATION AND RELEASE OF LIABILITY**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned gives permission for my minor child, stepchild, or ward, \_\_\_\_\_, to utilize facilities and equipment at Naval Station Newport, accepting fully any liability which might arise from the minor's actions. I further acknowledge that the United States Government does not provide any liability coverage for the minor against claims which may arise from use of said facility and equipment. Furthermore, the undersigned, in consideration of the permission extended to my minor by the United States through its officers, agents and employees to use said facility and equipment, do for myself, my heirs, executors, administrators and assigns remise, release, and forever discharge the United States and all of its officers, employees and agents from any and all claims, demands actions or causes of action on account of death, injury or property damage which may occur whether occasioned by the negligence, wrongful acts or omissions of said officers, personnel, agents, employees, or otherwise incurred by reason of said use, and further do indemnify and hold harmless, the United States and all of its officers, employees and agents against any and all claims, demands, actions or causes of action on account of death, injury or property damage which may occur whether occasioned by the negligence, wrongful acts omissions of said officers, personnel, agents, employees, or otherwise incurred by reason of said use.

In case of accident or illness, permission is hereby granted to the United States Government, operating through its officers, agents and employees, to authorize such medical treatment or hospitalization as may be required as a result of the use of the aforementioned facility and equipment at no cost to the United States Government, its officers, agents and employees.

I further agree that I will require said minor to abide and strictly adhere to all rules and regulations concerning the use of said facility equipment.

\_\_\_\_\_  
SIGNATURE OF PARENT/STEPPARENT/GUARDIAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF PARENT/STEPPARENT/GUARDIAN AREA CODE AND PHONE NUMBER

**LIABILITY WAIVER**

Release executed on \_\_\_\_\_, by \_\_\_\_\_  
(date) (parent's full name)

for \_\_\_\_\_, of \_\_\_\_\_,  
(cadet's full name) (address)

town of \_\_\_\_\_, in the State of \_\_\_\_\_, herein referred to as *Releasor*.

**1. Release of NSCC and Government Personnel from Liability**

In consideration for Releasor's child/ward being permitted to participate in the Sea Cadet Petty Officer Leadership Academy training being conducted at Naval Station Newport 26 December to 01 January by the United States Naval Sea Cadet Corps, Releasor, for himself, his (her) child/ward, his (her) representatives, executors, administrators, heirs, and assigns, does hereby release, waive, and forever discharge:

- the adult escorts themselves, their legal representatives, executors, administrators, heirs, and assigns;
- the United States Naval Sea Cadet Corps, its officers, members, agents, and employees;
- the United States Government, its officers, agencies, members, agents, and employees;
- the United States Department of Defense, its officers, agencies, members, agents, and employees;
- the United States Navy, its officers, agencies, members, agents, and employees;
- Naval Station Newport, its host commands, officers, members, agents, and employees;
- Officer Training Command Newport, its officers, members, agents, and employees; and
- the Senior Enlisted Academy, its officers, members, agents, and employees;

collectively referred to herein as *Releasees*, acting officially or otherwise, from all liability to the Releasor, his (her) child/ward, his (her) representatives, executors, administrators, heirs and assigns, for:

**any and all loss of, or damage or injury to, his (her) child/ward's person or property, which may include but is not limited to death, serious or minor bodily injury, and loss or damage to personal property, whether caused by the negligence of Releasees or otherwise, while his (her) child/ward is participating in or traveling to or from the aforementioned training.**

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**2. Agreement Not to Sue or Aid in a Suit Against NSCC or Government Personnel**

Releasor expressly agrees to never prosecute or in any way aid in the prosecution of any demand, claim, or suit against Releasees related to injuries to his (her) child/ward's person or property sustained while participating in or traveling to or from the aforementioned training.

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**3. Assumption of Risk for Injury or Property Damage**

Releasor hereby knowingly assumes full responsibility for risk of bodily injury, death, or property damage to his (her) child/ward due to the negligence of Releasees or otherwise, while his (her) child/ward is participating in or traveling to or from the aforementioned training.

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#### 4. Hazardous and Strenuous Training

Releasor and Cadet Participant understand and acknowledge that the aforementioned training may include such hazardous activities as:

- regular physical training;
- significant periods of time conducting military drill;
- frequent exposure to cold and/or inclement winter weather;
- other training related to the sea services.

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#### 5. Liability for Damage caused by Participants

Releasor understands and agrees that he (she) will be liable for any damage or loss to the United States Government, the State of Rhode Island, or the City of Newport in the State of Rhode Island, that is caused by his (her) child/ward's negligence, recklessness, or willful misconduct. Releasor understands and agrees that he (she) will be liable for any damage or loss to any third party that is caused by his (her) child/ward's negligence, recklessness, or willful misconduct.

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#### 6. Insurance; Emergency Health Care

Releasor understands and acknowledges that the U.S. Naval Sea Cadet Corps has only supplemental health insurance through Nationwide Insurance, and that Releasor's personal health insurance will be used first to pay for any necessary medical treatment. This supplemental health insurance does not cover pre-existing conditions. Amounts not covered by Releasor's insurance (or if Releasor does not carry health insurance) may be covered by the NSCC's Nationwide policy.

Releasor consents to the treatment of his (her) child/ward by the medical personnel of EMS New England, and by military and civilian providers/medical facilities as may be required in the event of any illness or accident arising during the aforementioned training.

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#### 7. Medical Conditions; Risk; Accommodations; Medications

Releasor acknowledges that the NSCC training staff do not have medical training, knowledge, or expertise beyond Basic Life Support / CPR. Releasor assumes full responsibility and risk for cadets who attend POLA New England with chronic or pre-existing medical conditions and/or who require prescription medication. Releasor understands and acknowledges that there are often no professional medical personnel aboard Naval Station Newport during the winter break, and the only available medical care is a civilian hospital emergency room or civilian emergency medical services. Releasor acknowledges his (her) responsibility to completely and fully divulge any and all medical and psychological conditions of Cadet Participants, and any prescription requirements and the side effects and contraindications thereof, to the NSCC training staff prior to the training.

Releasees will make reasonable modifications in any policies, practices, and procedures that deny equal access to individuals with disabilities, unless such a modification would result in a fundamental alteration of the nature of the training or cause significant difficulty or expense when considered in light of POLA New England's size, resources, structure, and nature. If accommodations are granted prior to the training, but become unreasonably burdensome during the training, Releasor assumes all responsibility and expense for transporting the Cadet Participant home.

Unless expressly informed otherwise by Releasor, Releasees will be free to administer the following medications and treatments to Cadet Participants based on common-sense assessments and without consultation with Releasor: ibuprofen (e.g., Advil), acetaminophen (e.g., Tylenol), acetylsalicylic acid (e.g., Aspirin), calcium carbonate (e.g., Tums), magnesium hydroxide (e.g., Milk of Magnesia), bismuth subsalicylate (e.g., Pepto-Bismol), diphenhydramine (e.g., Benadryl), benzocaine (e.g., Anbesol), menthol (e.g., Hall's cough drops), hydrocortisone (e.g., Cortaid), calamine and/or pramoxine (e.g., Caladryl), bacitracin, neomycin, and/or polymyxin B (e.g., Neosporin). Any exceptions shall be noted by Releasor on the NSCADM001 (Page 3/4) Medical History form in the Cadet Participant's service jacket.

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## 8. Standard Operating Procedures

Releasor and Cadet Participant have read, understand, agree, and assent to all of the policies and procedures set forth in the Standard Operating Procedures for Petty Officer Leadership Academy New England.

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## 9. Transportation

Releasor assumes full responsibility for the travel of his (her) child/ward's travel to and from Naval Station Newport, and understands that the U.S. Naval Sea Cadet Corps, Naval Station Newport, and the United States Navy can and will not provide such transportation or transportation costs. Releasor will be responsible for making all arrangements for and paying all costs associated with transportation to Naval Station Newport on 26 December and to his (her) child/ward's final destination on 01 January. These costs include but are not limited to airline fares, bus fares, taxi/hackney carriage fares, hotel fees, meals, and gratuities.

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## 10. Dismissal

Releasor and Cadet Participant understand that MCPO Barry Crawford, NSCC retains sole and absolute discretion to dismiss a cadet from the training.

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## 11. Early Dismissal

Releasor understands and agrees that if a Cadet Participant needs to be dismissed from the training for any reason, including but not limited to medical problems or injuries, disciplinary problems, family emergencies, or the mid-course cancellation of the training by either the U.S. Naval Sea Cadet Corps or the United States Government, the Releasor assumes all responsibility and expense for the homeward trip of his (her) child/ward. Cadets who are dismissed early may be placed under guard and confined to their berthing space, where deemed necessary by the Releasees, until a parent/guardian can retrieve the cadet, or other transportation arrangements can be made. If Releasor cannot arrange for transportation within 24 hours of the determination that a cadet is to be dismissed, Releasor consents to the NSCC releasing their child/ward to the custody of their home state's Department of Children and Families.

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## 12. Searches of Person and Property

Releasor and Cadet Participant understand and agree that Releasees may, under any circumstance where misconduct is suspected, the well-being of a cadet or third party is endangered, or the efficacy of the training is threatened, search the person and/or property of any cadet. Male personnel will search male cadets and cadet spaces; female personnel will search female cadets and cadet spaces.

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### 13. Use of Photographs and Motion Pictures

Releasor agrees and understands that photographs and motion picture recordings will be taken of his (her) child/ward and consents to the publication of the same in connection with educational or recruiting programs of the United States Naval Sea Cadet Corps, its component Units, the Department of Defense, the United States Coast Guard, or the Navy League of the United States, and hereby assigns to said organizations all right, title, and interest in the above described photographs or motion picture recordings for any further use.

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### 14. Force of Waiver and Agreement

Releasor expressly agrees that this release and waiver agreement is intended to be as broad and inclusive as permitted by the laws of the United States, the State of Rhode Island, the Commonwealth of Virginia, and/or the jurisdiction in which the agreement is executed, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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### 15. Breadth of Agreement

This release contains the entire agreement of the parties hereto and the terms of this release are contractual and not a mere recital.

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### 16. Acknowledgements

Releasor acknowledges that being of lawful age and of sound mind, he (she) has read this release and knows the contents thereof and signs this release as his (her) own free act.

\_\_\_\_\_  
Signature of Cadet Participant

\_\_\_\_\_  
Signature of Releasor (Parent or Guardian)

\_\_\_\_\_  
Cadet Name - printed

\_\_\_\_\_  
Name of Releasor (Parent or Guardian) - printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FOR RELEASEES:



MCPO Barry Crawford, NSCC  
Commanding Officer  
Petty Officer Leadership Academy New England

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