



NMC EVENT WAIVER OF LIABILITY, and RELEASE

I agree that my son/daughter (name) _____ (age & date of birth) _____ can participate in the National Marksmanship Competition and Response To Resistance Symposium (NMC) to be held at the Camp Dodge Joint Maneuver Training Center (CDJMTC) in Johnston, Iowa on September 27-29, 2019. This training event is sponsored by Public Safety Cadets (a Virginia non-profit corporation) and hosted by the Polk County Sheriff's Office and the Des Moines Police Department. I understand that my son's/daughter's participation in the NMC is completely voluntary and that the NMC is being offered as an optional activity for the benefit of the participants and that my son/daughter is not required to participate in the live fire pistol competition. Given the nature of this activity, the CDJMTC and Public Safety Cadets requires that each participant in this training event submit all waiver and release agreements. I understand that as a condition for myself (son/daughter) to use 9mm Smith & Wesson pistols ("Equipment" provided by the Public Safety Cadets for use at the pistol competition), the Agreement, Waiver of Liability, and Release must be signed. For purposes of this agreement, "I" shall mean you, yourself, and your son/daughter if they are under 18 years of age.

On behalf of myself, my son/daughter, my heirs, executors, administrators, successors, and/or assigns, I hereby:

- A. Declare that I or son/daughter am able to meet the physical and mental requirements of the above-named training with or without a reasonable accommodation;
- B. Understand and accept that I share responsibility for the following appropriate safety procedures during the activity. I agree to comply with the reasonable instructions and directions of the Public Safety Cadets Program during my participation in the above-named training. I will, at all times observe and follow the safe and proper handling of any firearm in my control. If, I will be automatically disqualified, asked to leave, or could face prosecution of any improper acts taken by me;
- C. Release the Public Safety Cadets, its officers, or any member thereof from and agree to indemnify and hold each of them harmless against, any and all liability that may result from my participation in above-named training;
- D. Release the State of Iowa, Iowa National Guard, and the Government of the United States and all their officers and agents, acting officially, from any and all claims, demands, actions, or causes, which may occur by reason of the participation in the above-named training.
- E. All involved Mentors, Advisors, Officers, Sheriff's Offices, Police Departments, Cities, Counties, and States irrespective of each competitor's initial participation from and agree to indemnify and hold each of them harmless against, any and all liability that may result from my participation in the above-named training;
- F. The manufacturer of any firearm or ammunition representative thereof from and agree to indemnify and hold each of them harmless against, any and all liability that may result from my participation in the above-named training;

I agree that all activities undertaken by my son/daughter as part of the NMC are undertaken by him/her at his/her sole risk and that the person and organizations listed above shall not be liable for any claim, demands, injuries, damages, actions, or causes of action whatsoever to me or to my son/daughter or to his/her property due to the passive or active negligence of said person or organizations, their servants, agents, or employees arising out of or connected with my son's/daughter's participating in the NMC and that on behalf of myself and by son/daughter I expressly forever release and discharge said persons and organizations, their servants, agents, or employees, from all such claims, demand, injuries, damages, actions, or causes of action whatsoever.

Should I (son/daughter) require emergency medical care while participating in the NMC, I hereby give sponsoring agency/organization personnel my permission to use their judgment in obtaining care for me and I give permission to the medical care provider selected by the NMC program personnel to render medical care deemed necessary and appropriate. Such consent includes any x-ray examination, anesthetic, medical or surgical diagnostic or treatment and/or hospital service that may be rendered. I understand that Public Safety Cadets, NMC supporting agencies, authorities, or the sponsoring agency/organization is not obligated to provide medical treatment and that any cost incurred for treatment provided which is not covered by insurance shall be my sole responsibility. I warrant that I understand the content of the foregoing authorization and release. My signature, hereon, is my own free act and it is my intention to be legally bound hereby.

WAIVER FOR CONSENT FOR PHOTOGRAPHS

I do hereby consent to my son/daughter being photographed, by professional and/or amateur photographers, while participating in the NMC. I also give my consent for the Public Safety Cadets to use my name, likeness, image, appearance, and biographical information ("Image"), in, on or in connection with any photographs, pictures, digital images, websites programs, printed materials and any and all media, whether now known or hereafter developed, throughout the world at any time, for the legitimate purposes of Public Safety Cadets. I hereby expressly waive all claims for royalties or other compensation related to any such use of my Image or related information and release Public Safety Cadets from any and all liability which may arise as a result of being photographed while participating in the NMC, and for the subsequent use and display of the Image. I understand that this consent/waiver and release will remain in effect until such time that it is revoked, in writing, by me. Public Safety Cadets retains the right to use the aforementioned Image for the purposes stated herein, whether or not I continue to be involved in the Program, absent my written revocation of consent. I understand that Public Safety Cadets shall have no obligation to use the Image, and that all creative decisions regarding the use of the Image shall be at the sole discretion of Public Safety Cadet's.

I acknowledge that I have read and understand the information contained within this Waiver and consent form. I agree to the conditions set forth in this Agreement and waive any claim for liability.

Signature of Parent/Guardian if participant is under 18 years of age

Date

Signature of Participant if 18 years of age or older

Date

Printed Name: _____