



# **PRESS & MEDIA**

## **HOLD HARMLESS AGREEMENT**

**THIS SIGNED FORM MUST BE PRESENTED IN PERSON TO THE WWIHA STAFF**

In consideration for receiving permission to participate in activities at Fort Indiantown Gap, Pennsylvania (FTIG), I hereby **FULLY RELEASE, FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS**, for any and all purposes, FTIG, U.S. Army, Department of Defense, Commonwealth of Pennsylvania and their respective officers, servants, agents, volunteers and employees (collectively, the "Released Parties"), of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, for any damage to or loss of my property, any injury to my person, including death, arising directly or indirectly out of my participation in the activities, **INCLUDING ANY SUCH DAMAGE, LOSS OR INJURY THAT IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF THE RELEASED PARTIES**. I further agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Released Parties for, from, and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys' fees and costs of investigation), and actions of any kind or description for any damage to or loss of property or injury to persons, including death, arising out of the activities at FTIG or my participation in the activities, **INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF THE RELEASED PARTIES, INCLUDING ANY NEGLIGENT CONDUCT OF THE RELEASED PARTIES** but excluding any gross negligence or willful misconduct of the Released Parties.

By execution below I **HEREBY ACKNOWLEDGE** that there are inherent risks involved in this Volunteer Program and I **RECOGNIZE AND ASSUME** all of the risks associated with participation in the activities at FTIG. I **ACKNOWLEDGE THAT IT IS IMPORTANT THAT I VERIFY THAT I HAVE INSURANCE COVERAGE WHICH EXTENDS TO ME WHILE PARTICIPATING IN THE ACTIVITIES, AND THAT I SECURE SUCH COVERAGE IF I DO NOT ALREADY HAVE IT**. I understand that FTIG does not provide such coverage, and that no insurance coverage may exist through FTIG to cover any injuries or damages which I may sustain or claims which may arise as a result of my participation in the activities at FTIG.



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**Important Information:** FTIG has been in use by the military for about 78 years. All different types of training occurred all over this land. Finding, stepping or driving on an Unexploded Ordinance (UXO) is possible. You, as the user, must always be alert to your surroundings.

**Media Release:** I give FTIG the right to use my name, my still photo or video image, or my words (audio or text-based) in any media, for purposes of evaluation, activities, research, promotion, marketing, recruiting, fund raising, exhibits or any other lawful purpose. I waive any right to inspect or approve the use of any hard copy or electronic record that may appear in connection with such use. This release is for worldwide use.

**\*Privacy Act and Policy:** All participants of activities at FTIG, technical assistance, and exercises are advised that disclosure of a full Social Security Number (SSN) is optional. A participant's SSN or personal information will not be disclosed to any other person(s) without the participant's prior written consent. Personal data is solicited under Authority 10 USC 3012 and Army Regulation (AR) 27-40.

**Acknowledgement** I acknowledge and represent that I have read the foregoing, understand it and sign it voluntarily as my free act and deed; no representations or statements have been made to me to induce me to execute this document. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

**Activity:** Battle of the Bulge Living History Week

**Location(s):** Area 13, Community Club Area, Training Areas

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**Signature**

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**Date**