

UNITED STATES NAVAL SEA CADET CORPS PETTY OFFICER LEADERSHIP ACADEMY NEW ENGLAND 26 December 2016 – 01 January 2017 · Naval Station Newport, RI www.newenglandseacadets.org/training/pola

To secure a billet at POLA-NE, have your Unit CO submit a Magellan request, and then submit the following directly to LCDR Hull:

□ A *typed* <u>NSCTNG001 Request for Training Authority</u>

 \Box This entire waiver packet

 \square \$150 bank check or money order made out to "USNSCC"

 \Box Copy of Health Insurance card

□ <u>NSCADM001 (Page 7/8) Medical History Supplemental</u> (if cadet is bringing *any* medications)

Warning: Billets cannot be "reserved" – all billets are first-come, first-served, and "APPROVED" only upon LCDR Hull's *receipt* of a Magellan request from the Unit CO *and* a complete packet in hard copy.

Mail full packets to:

LCDR David I. Hull, NSCC POLA New England 10777 Monocacy Way Manassas, VA 20112-2429

Do not mail partial packets

Do not mail packets via any method that requires a signature upon delivery

Cadets will not be able to participate in POLA unless all paperwork is received by LCDR Hull by Monday 12 December 2016

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

Encl (3)

RELEASE OF LIABILITY/ASSUMPTION OF RISK MANDATORY FOR NON-MILITARY PARTICIPANTS (Adult Chaperones, and Cadets Over Age 18)

1. I, _______, hereby request permission to use facilities located at Naval Station (NAVSTA) Newport with the UNITED STATES NAVAL SEA CADET CORPS, ADVANCED TRAINING COMMAND NEW ENGLAND, NEWPORT, RI, 26DEC16 - 01JAN17, for Petty Officer Leadership Academy. This activity will take place at or near King Hall, Ney Hall, Kay Hall, Nimitz Field, Perry Hall, Tomich Hall, and Callaghan Hall at NAVSTA Newport.

2. I acknowledge:

a. That I am fully aware that NAVSTA Newport is a United States military reservation; and

b. That my participation in any and all activities incident to the use of NAVSTA Newport by the UNITED STATES NAVAL SEA CADET CORPS, ADVANCED TRAINING COMMAND NEW ENGLAND, NEWPORT, RI, subjects me to risks of personal injury, disablement, and possible death by virtue of, but not limited to, the nature of the activities in which I am participating.

3. In consideration for permission to enter NAVSTA Newport, I agree, for myself and my heirs, assigns, executors and administrators:

a. To voluntarily, willingly, and knowingly assume the risks in being present aboard the said reservation including, but not limited to, those risks set forth in paragraph 2 above; and

b. To release the UNITED STATES GOVERNMENT, DEPARTMENT OF THE DEFENSE AND THE UNITED STATES NAVY, including all its subdivisions offices, military personnel, employees and agents, from all liability for any and all damages, injuries or death that may result from my participation in the activities set forth in paragraph 1 above.

4. IT IS EXPRESSLY UNDERSTOOD THAT MY AGREEMENT TO RELEASE THE GOVERNMENT FROM ALL LIABILITY FOR ANY DAMAGES, INJURIES OR DEATH EXTENDS TO ANY DAMAGES, INJURIES, OR DEATH CAUSED BY THE NEGLIGENT OR WRONGFUL ACT OR OMISSION OF ANY EMPLOYEE OF THE GOVERNMENT WHILE ACTING WITHIN THE SCOPE OF HIS/HER OFFICE OR EMPLOYMENT.

| SIGNED | AND | AGREEI |) to | this | 3 | | day d | of | | , | 2016. |
|---------|------|---------|------|------|----|-------|-------|----|------------|---|-------|
| | | | | | | | | | | | |
| SIGNATU | RE (| OF PART | Y (1 | MUST | BE | SIGNE | D TO | PA | RTICIPATE) | | |

Encl (2)

LIABILITY WAIVER

| Release executed on | , 2 (<i>date</i>) | 016, by |
|---------------------|------------------------|---|
| for(cadet | , c 's full name) | of, (address) |
| town of | , in the State of | , herein referred to as <i>Releasor</i> . |

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 2016 to 01 January 2017 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 (including but not limited to David Hull, Matthew Landry, George Patsios, Stephen Koopman, Philip Allison, Jason McCabe, Thomas Luckman, Charles Nogueras, Daniel Aiello, Sandra Browne, Thomas Browne, Daniel Browne, Jackson Whitehouse, Zachary Letourneau, and Stephanie Hull) 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.

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.

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.







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;
- \cdot frequent exposure to cold and/or inclement winter weather;
- \cdot other training related to the sea services.

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.

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.

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.

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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.

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.

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 2016 and to his (her) child/ward's final destination on 01 January 2017. These costs include but are not limited to airline fares, bus fares, taxi/hackney carriage fares, hotel fees, meals, and gratuities.

10. Dismissal

Releasor and Cadet Participant understand that LCDR David I. Hull, NSCC retains sole and absolute discretion to dismiss a cadet from the training.

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.

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.

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.

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.

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 | | | | | |
| Date | Date | | | | | |
| | | | | | | |
| | FOR RELEASEES: | | | | | |
| | Alle | | | | | |
| | LCDR David I. Hull, NSCC | | | | | |
| | Commanding Officer | | | | | |
| Petty Officer Leadership Academy New England (Class 15) | | | | | | |
| | 10777 Monocacy Way | | | | | |
| | Manassas, VA 20112-2429 | | | | | |
| | 617 549 8368 | | | | | |
| | dhull@seacadets.org | | | | | |

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TRAVEL ITINERARY & T-SHIRT SIZING

Please complete this form and return it with your waivers

| Name: | | |
|---------------|-----------------|----------------|
| Home Unit: | | |
| Home Phone #: | _Parent Cell #: | _Cadet Cell #: |

Method of Travel (please check all that apply):

PRIVATELY OWNED VEHICLE – Please arrive between 1300-1500 on 26DEC; graduation at 1100 on 01JAN.

| AIR | | | | |
|--------------------|------------------|-----------------|---------------|---|
| To Newport | | | | |
| Departing From: | Airline: | Flight #: | Depart Time: | |
| [Layover at: | Airline: | Flight #: | Depart Time: |] |
| Arriving At: | | | Arrival Time: | |
| Homeward | | | | |
| Departing From: | Airline: | Flight #: | Depart Time: | |
| [Layover at: | Airline: | Flight #: | Depart Time: |] |
| Arriving At: | | | Arrival Time: | |
| | | | | |
| TRAIN/BUS | | | | |
| To Newport | | | | |
| Departing From: | Company/Service: | Train/Route #: | Depart Time: | |
| [Layover at: | Company/Service: | Train/Route #: | Depart Time: |] |
| Arriving At: | | | Arrival Time: | |
| Homeward | | | | |
| Departing From: | Company/Service: | Train/Route #: | Depart Time: | |
| [Layover at: | Company/Service: | Train/Route #: | Depart Time: |] |
| Arriving At: | | | Arrival Time: | |
| | | | | |
| TAXI Taxi Company: | Catcl | ning Taxi From: | | |
| | | | | |

| T-SHIRT SIZE (circle one): (remember, they will shrink!) | S | Μ | L | XL | XXL |
|---|---|---|---|----|-----|
| (************************************* | | | | | |

PARENT & GUEST BASE ACCESS FORM

Please complete this form and return it with your waivers

Anyone 18 or older without a military ID wishing to access the base for training, drop-off, or graduation must provide LCDR Hull with their Full Name, SSN, and Date of Birth no later than 12DEC16. This includes cadets, friends, siblings, grandparents, and parents.

Anyone 18 or older without a military ID will need to present two forms of identification to enter the base. Drivers' licenses, NSCC ID cards, passports, school IDs (with photographs), Social Security cards, and birth certificates will suffice.

| Last Name | First Name | Middle Name | Date of Birth (DD-MMM-YYYY) | Social Security Number |
|-----------|------------|-------------|--------------------------------|------------------------|
| Hull | David | Isaac | 12-DEC-1979 | 123-45-6789 |
| | | | | |
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| | | | | |

If you're not sure if a guest will be attending graduation, give their information anyway. It's better to be prepared than to have to drop Aunt Gretchen on the curb on the way in...

If you have a current DoD ID, a retired DoD ID, or a dependent DoD ID, you should be able to access the base without submitting this information to me. If you're not sure what these are, you probably don't have one!!

NSCC volunteers, please note: NSCC ID cards are NOT DoD ID!

Warning: any non-DoD personnel failing to submit this information by 12DEC16 should expect to be turned away by the Naval Security Force for drop-off or graduation.