

## **TOUR WAIVER**

## Ohio Air National Guard Liability Waiver

In consideration of being offered an opportunity to participate in a tour of the Ohio Air National Guard Facilities located in Mansfield Ohio [179th Airlift Wing and/or 200th RHS Detachment 1], (hereafter referred to as "military installation") the undersigned releases, waives, discharges and covenants not to sue the United States Government,

Department of Defense, Air Force, National Guard, Ohio National Guard, Ohio Air National Guard, and the State of Ohio along with each of their officers, enlisted members, agents, employees, attorneys, affiliates, representatives, subsidiaries, predecessors, heirs, successors and assigns, all of whom for the purpose of this release are referred to as "releasees," from all liability to the undersigned and the undersigned's personal representatives, assigns, heirs and next of kin, for any and all loss or damage to the person or property of the undersigned on account of injury, disability or death, whether cause by the negligence of the releasees or others while the undersigned is in or upon the military installation.

Significant steps are taken to mitigate injuries that could occur during the base tour. During a tour, you (or your minor child/ward) may enter an active aircraft maintenance hangar, enter a C-130 aircraft, visit an active fire department on the military installation, and enter other active maintenance/industrial buildings on the military installation. Observation and compliance with all posted rules, oral warnings and instructions issued by the tour director/guide is mandatory and necessary for your (or your minor child/ward) safety and continued participation in the base/facility tour. I understand that my (or my child/ward) violation of a posted rule, oral warning, or instruction issued by the tour director/guide may result in my (or my minor child/ward) removal from the base/facility tour.

I release, waive, discharge and covenant not to sue the Releasees, whether or not acting officially, in the scope of employment or otherwise, from all liability to me or my minor child/ward, and my or their personal representatives, assigns, heirs, executors, administrators, successors, next of kin, derivative claimants for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, cost or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor child's/ward's) participation in the base/facility tour of the military installation, whether or not caused by the active or passive negligence of the Releasees.

I understand and acknowledge that the laws of the State of Ohio shall apply to all matters relating to this Waiver. I expressly agree that the Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Printed Name of Person Attending Tour:
Age of Person Attending Tour (if under 18):
Signature of Parent/Guardian:
Signature of Person Attending Tour (if over 18):