

# RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE

1. The United States of America hereinafter called the "Government", hereby grants permission to \_\_\_\_\_, an Non-Governmental Organization Representative (NGOR) of \_\_\_\_\_, to enter upon the military reservation of U.S. Naval Base Guantanamo Bay, Cuba, for the purpose of observing trials by military commissions.

2. Definitions.

a. The term "Government" means the United States Government, including its departments, subdivisions, agencies, instrumentalities, officers, employees (including military and civilian personnel), servants, contractors, volunteers, and agents.

b. The term "Non-Governmental Organization Representative (NGOR)" means the named individual in paragraph one of this agreement and includes the non-governmental organization employees, volunteers or members, his or her guardians, executors, administrators, heirs, and assigns.

c. The term "non-governmental organization" means the named employer in paragraph one and includes the organization, a registered U.S. or foreign profit or not-for-profit organization, its successors, and assigns.

3. Non-governmental organizations and non-governmental organization representative fully understand and acknowledge that they have been advised of the following:

a. That U.S. Naval Base Guantanamo Bay, Cuba, is a United States military reservation;

b. That their presence on U.S. Naval Base Guantanamo Bay, Cuba, will expose the non-governmental organization representative to the common and uncommon risks and hazards associated with the military environment;

c. That the risks and hazards of the military environment are both known and unknown and include the structural and environmental condition of the Government facilities and grounds which are maintained for military but not for civilian use or access; the condition of Government or contractor equipment which is maintained for military but not for civilian use or access; the state of the natural environment; and the risks associated with terrorism;

d. That the risks and hazards also include but are not limited to the possibility of military exercises and operations occurring at or near the military reservation and the exposure to explosive ordnance located at posted and unposted areas of the military reservation;

e. That the known and unknown risks and hazards may result in the non-governmental organization representative's illness, personal injury or death, or may cause damage or destruction to the non-governmental organization representative's or non-governmental organization's property;

f. That travel to and within U.S. Naval Base Guantanamo Bay, Cuba, may include inherently dangerous activities, including transportation in, and close proximity to, military tactical vehicles, aircraft, watercraft, and other Government (and Government contracted) vehicles, aircraft and watercraft and may involve substantial risk of serious injury or death or damage to personal property as the result of the non-governmental organization representative's own actions or inaction, and the actions or inaction of others including agents, contractors, officers, service members, and employees of the Government;

g. That travel to and presence at U.S. Naval Base Guantanamo Bay, Cuba, requires the non-governmental organization representative to be in good physical health and condition. Representatives with pre-existing medical conditions, a history of heart or lung problems, coronary disease, currently pregnant, or suffering from other injuries or ailments should not travel to U.S. Naval Base Guantanamo Bay, Cuba;

h. That the non-governmental organization representative is responsible for consulting with his or her physician and obtaining all medically-recommended vaccinations prior to travel to U.S. Naval Base Guantanamo Bay, Cuba; and

i. That the non-governmental organization representative is not permitted to bring contraband items onto U.S. Naval Base Guantanamo Bay, Cuba, including knives, firearms, drug paraphernalia, or any illegal substances whatsoever.

4. In consideration for permission to enter U.S. Naval Base Guantanamo Bay, Cuba, the non-governmental organization representative agrees:

a. To voluntarily, willingly, and knowingly assume the risks of traveling to and being present on U.S. Naval Base Guantanamo Bay, Cuba, including but not limited to the risks set forth in paragraph three above.

b. To release the Government, including all its subdivisions, officers, military personnel, employees, contractors, and agents, from all liability for any damages, injuries, property damage or death that may result to the non-governmental organization representative or representative's personal property while the NGOR is traveling to or from and present on U.S. Naval Base Guantanamo Bay, Cuba, whether caused by negligence or otherwise.

c. To obey the directions, regulations, orders, and ground rules of the Government related to conduct on U.S. Naval Base, Guantanamo Bay, Cuba. The non-governmental organization representative acknowledges that failure to follow any direction, order, regulation, or ground rule may result in his or her permanent expulsion from the courtroom area and the removal of the parent organization from further participation in the commissions coverage assignment process.

d. TO RELEASE, INDEMNIFY, AND HOLD HARMLESS the Government from and against any claims, demands, actions, liens, rights, subrogated or contribution interests, debts, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon the non-governmental organization representative's travel to or from or presence on U.S. Naval Base, Guantanamo Bay, Cuba, including any loss or damage to property or the personal injury or death of any person which may occur as a result of such travel or presence, even where that loss, damage, personal injury, or death is caused or contributed to, in any manner, by the Government.

5. The non-governmental organization agrees to permit the non-governmental organization representative to travel to and be present on U.S. Naval Base, Guantanamo Bay, Cuba. As a condition of allowing the non-governmental organization representative access to U.S. Naval Base, Guantanamo Bay, Cuba, the non-governmental organization agrees:

a. To release the Government, including all its subdivisions, officers, military personnel, employees, contractors, and agents, from all liability for any damages, injuries, or death that may result to the non-governmental organization representative or for any property damage to the non-governmental organization's property while the non-governmental organization representative is traveling to or from and present on U.S. Naval Base Guantanamo Bay, Cuba, whether caused by negligence or otherwise.

b. To RELEASE, INDEMNIFY, AND HOLD HARMLESS the Government from and against any claims, demands, actions, liens, rights, subrogated or contribution interests, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon the non-governmental organization representative's travel to or from or presence on U.S. Naval Base Guantanamo Bay, Cuba, including any loss or damage to property or the personal injury or death of any person which may occur as a result of such travel or presence even where that loss, damage, personal injury, or death is caused or contributed to, in any manner, by the Government.

6. The non-governmental organization and non-governmental organization representative hereby covenant and agree they will never institute, prosecute or in any way aid in the institution or prosecution of any demand, claim or suit against the Government for any destruction, loss, or damage to the non-governmental organization's property or the non-governmental organization representative's property, or for the personal injury or death of the non-governmental organization employee, volunteer or member which may occur as a result of the representative's travel to or from or presence on U.S. Naval Base, Guantanamo Bay, Cuba.

7. The non-governmental organization and non-governmental organization representative grant express, voluntary, and knowing consent to the rendering of all emergency medical or dental treatment that may, in the professional judgment of a Government medical or dental official, become necessary while traveling to or from or residing at U.S. Naval Base Guantanamo Bay, Cuba. Transportation to a definitive Government or commercial care facility may be required as an adjunct to authorized emergency medical or dental care. The non-governmental organization representative, upon receiving Government medical or dental care, agrees to reimburse the Government for the cost of such care unless otherwise eligible to receive such care.

8. This Release, Indemnification, Hold Harmless Agreement and Agreement Not to Sue shall be interpreted according to United States federal law. It is to be construed as broadly and inclusively as is permitted by relevant federal law. If any portion of this document is held invalid, the balance shall continue in full force and effect.

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Non-governmental Organization Representative Signature

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Date

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Non-governmental Organization