

DEPARTMENT OF HOMELAND SECURITY
Transportation Security Administration

ARMED SECURITY OFFICER ASSUMPTION OF RISK AND WAIVER OF RESPONSIBILITY

INSTRUCTIONS: In order to participate in the Transportation Security Administration (TSA) Law Enforcement/Federal Air Marshal Service (LE/ FAMS) Armed Security Officer (ASO) Program training, all participants shall read and acknowledge the contents of Section I and certify in Section II. Completed forms shall be stored in accordance with [TSA File Code 3400.21](#).

SECTION I. Acknowledgement of Limited Assumption of Risk and Waiver of Responsibility

I, the undersigned, understand that LE/FAMS has taken all reasonable steps to minimize all risks to the participants in the training, but is unable to completely guarantee that no injury or other harm will come to me or my possessions. Participation in the training is voluntary in nature and entails certain risks, some of which are directly related to being in a training facility and/or simulated aircraft/terminal/facility environment. These risks include, but are not limited to, a slip or fall, fall over obstacles, injury occurring while engaged in training exercises including (but not limited to) simulated combat with the use of simulated weapons, injury occurring from physical exertion, or the occurrence of some other unforeseeable accident.

I further understand that it is my responsibility to notify a designated representative of TSA if a participant becomes injured or is behaving in an unsafe manner during the training. I fully understand and accept these risks associated with participation in training. I also hereby agree to hold harmless and make no claim of any description including claims, actions, suits, procedures, costs, expenses, damages and liabilities against the United States, its officers and employees, and the site owners for any loss or damages suffered in the course of my participation that arise from the risks inherent in this activity. This agreement does not extend to injuries or losses (other than those arising from or related to the inherent risks) proximately caused by the negligent or wrongful act or omission of an employee of the Government, acting within the scope of employment, to the extent such claims are authorized and governed by the Federal Tort Claims Act.

I understand that this release will be binding upon me, my estate, and my heirs, representatives, and assigns. I further confirm that I understand that the activities of a typical training event can involve a good deal of physical activity, and I am in good physical health and do not suffer from any heart condition or other ailment or physical disability that would impair my ability to participate in the events or place me in undue health jeopardy. I understand that LE/FAMS and the Lead Training Officer or designee will attempt to understand and work with the needs of individuals attending this training; that I am not obliged to participate in the training if I do not desire to do so; and that I may elect not to participate in the Armed Security Officer Program. I have notified the Lead Training Officer prior to the start of class, if I have any medical condition or other special circumstances that may affect my ability to participate safely in this training.

I agree to follow all the rules of safety given to me by my Instructor(s).

I have read this Limited Assumption of Risk and Waiver of Responsibility carefully, and understand that by signing this form I am agreeing on behalf of myself, my estate, my heirs, representatives, and assigns not to sue or seek other legal actions against the United States, the Department of Homeland Security (DHS), the TSA LE/FAMS, or any of their officers, site owners or transportation carriers providing training facilities, or any of the insurers of the aforementioned parties for any loss or damages suffered in the course of my participation including injury or death except as expressly provided herein.

SECTION II. Participant Information and Signature

Participant's Name (*Printed*)

Location of Training

Date of Training

Participant Signature

Date of Signature

PRIVACY ACT STATEMENT: AUTHORITY: 49 U.S.C. § 114(f). **PRINCIPAL PURPOSE(S):** This information will be used to document that participants interested in the ASO program have read and acknowledged the ASO assumption of risk and waiver of responsibility for ASO training. **ROUTINE USE(S):** This information may be shared with another federal agency in response to its request, in connection with the hiring or retention of an employee or the issuance of a security clearance, or for routine uses identified in TSA system of records, DHS/TSA 002, Transportation Security Threat Assessment System (T-STAS). **DISCLOSURE:** Voluntary; failure to furnish the information requested on this form may result in an inability to participate in ASO training.

PAPERWORK STATEMENT ACT: This is a mandatory collection to participate in the ASO Program. The total average burden per response associated with this collection is estimated to be approximately 5 minutes. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The control number assigned to this collection is OMB 1652- 0035, which will expire on July 31, 2019. Send comments regarding this burden estimate or collection to: TSA-11, Attention: PRA 1652-0035, 601 South 12th Street, Arlington, VA 20598-6011.