

DEPARTMENT OF HOMELAND SECURITY
Transportation Security Administration

CMSDT LIMITED ASSUMPTION OF RISK AND WAIVER OF RESPONSIBILITY

INSTRUCTIONS: All participants of the Crew Member Self Defense Training Program (CMSDT) shall read and acknowledge the contents of the Section I, Acknowledgment of "Limited Assumption of Risk and Waiver Responsibility." The participant shall enter their airline name, badge number, print name and sign in Section II. Forms shall be completed and submitted the day of the training event to the CMSDT instructor. Completed forms shall be stored in accordance with [TSA File Code 3500.13](#).

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

In order to participate in the Transportation Security Administration (TSA) Office of Law Enforcement/Federal Air Marshal Service (OLE/FAMS) self-defense training for crew members ("Training") you must read and complete this **Limited Assumption of Risk and Waiver of Responsibility** in its entirety.

Location of Training

Date of Training

I, the undersigned, understand that OLE/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 OLE/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. 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). Additionally, I agree to allow TSA to use any photographs or videos of me taken at events or functions for the purpose of presenting training to other flight or cabin crews or for other TSA training.

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 OLE/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 Airline Carrier

Participant's Badge Number

Participant's Name (*Printed*)

Participant Signature

Date of Signature

PRIVACY ACT STATEMENT: AUTHORITY: 49 U.S.C. § 114. **PRINCIPAL PURPOSE(S):** To document your acknowledgment of the limited assumption of risk and waiver of responsibility in conjunction with your participation in the Crew Member Self Defense Training Program. **ROUTINE USE(S):** This information may be shared with educational institutions or training facilities for purposes of enrollment and verification of attendance and performance, or for routine uses identified in the Department of Homeland Security's system of records notice, DHS/ALL-003 Department of Homeland Security General Training Records. **DISCLOSURE:** Voluntary; failure to furnish the requested information may result in an inability to approve you for participation in the Crew Member Self Defense Training Program.

PAPERWORK REDUCTION ACT STATEMENT: Through this voluntary collection of information, TSA is gathering information about you to confirm your attendance at TSA's crew member self-defense training course. The public burden for this collection of information is estimated to be five 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 currently valid OMB control number. The OMB control number assigned to this collection is 1652-0028, which expires 07/31/2018. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to TSA PRA Officer, 601 S. 12th Street, Arlington, VA 20598-6011. ATTN: PRA 1652-0028.