

Georgia Department of Defense Release, Indemnification and Hold Harmless Agreement

1. The Georgia Department of Defense and the Georgia (**Army and Air**) National Guard (**the “Government”**) believe it to be mutually beneficial to both the Government and news media organizations (**“media organizations”**) to place selected news media organization employees (**“media employees”**) with selected military units (**“military units”**) for the purpose of providing news media coverage before, during, and after military operations. The placement of media employees with military units may be for the purpose of immediate, short or long-term coverage of Georgia Army and Air National Guard members. It may also refer to the **“embedding”** or the **“embedding process”** into military units for longer durations that will require media employees to live, travel, eat, sleep, and conduct all professional and personal activities with the military unit to which the media employees are “embedded.”

2. Definitions
 - a. The term “Government” identifies the Georgia Department of Defense and the Georgia Army, Air and State Defense Force, their departments, subdivisions, agencies, instrumentalities, officers, employees (including military and civilian personnel), contractors, volunteers, and agents.

 - b. The term “media organization” identifies the “media employee’s” employer, registered U.S. or foreign profit or not-for-profit organization, its successors, and assigns.

 - c. The term “media employee” identifies an employee or agent of a “media organization,” his or her guardians, executors, administrators, heirs, and assigns.

3. Media organizations and media employees understand, and agree, that immediate, short-term and the long-term coverage may expose media employees to the same risks and hazards as those to which the military members of the Georgia National Guard are exposed, including the extreme and unpredictable risks, whether it be in a training environment or during actual war, combat operations, and combat support operations, as well as common and uncommon hazards of military living. Media organizations and media employees fully understand and appreciate the following:
 - a. Immediate, short-term, long-term and embedded coverage of Georgia National Guard units during training or during actual combat conditions may expose media employees to all hazards of a military environment, including but not limited to the extreme and unpredictable hazards of war, combat operations, and combat support operations. The military environment is inherently dangerous and may result in death or personal injury of media employees or damage to personal property.

- b. Immediate, short-term, long-term and embedded coverage may include strenuous and inherently dangerous activities, including transportation in, and close proximity to, military tactical vehicles, aircraft, watercraft, and other Government (and Government contracted) vehicles, and may involve substantial risk of serious injury or death as the result of the media employee's own actions or inaction, the actions or inactions of others including agents, contractors, officers, service members, and employees of the Government, the conditions of the Government facility and the natural environment, the known or unknown condition of any government-furnished equipment, and the inherent dangers of the training environment and actual war-time combat operations, and combat support operations.
- c. Short-term and long-term coverage of Georgia National Guard units require media employees to be in overall good physical health and condition. Persons who are not in overall good physical health and condition should not participate in short-term or long-term coverage of Georgia National Guard units. Media employees should consult their physicians prior to short-term or long-term coverage of Georgia National Guard units to be certain they (the media employee) are qualified to do so. Persons with a history of heart or lung disease or conditions may not participate. Likewise, who are, or may believe they are, pregnant may not participate. Anyone suffering from any injuries, conditions, ailments may not participate.

4. The media employee agrees to:

- a. Follow the direction and orders of the Government related to such participation. The media employee further agrees to follow Government regulations. The media employee acknowledges that failure to follow any direction, order, regulation, or ground rule may result in the termination of the media employee's participation in the embedding process.
- b. Voluntarily, willingly, and knowingly ASSUME ANY AND ALL RISKS, known and unknown, in any way associated with the short-term or long-term coverage of Georgia National Guard units, either in a training environment – on the ground or in the air – or during war, combat and combat support operations.
- c. **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 media employee's participation in the embedding process, including any loss or damage to property or the personal injury or death of any person which may occur as a result of the media employee's participation in the embedding process, even where that loss, damage, personal injury, or death is caused or contributed to, in any manner, by the Government.

5. Media Agreement

- a. The media organization agrees to permit its media employees to participate in the immediate, short or long-term coverage of Georgia National Guard units. As a condition of being permitted to participate in that coverage, the media organization agrees 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 media employee's participation in the embedding process, including any loss or damage to property or the personal injury or death of any person, even where that loss, damage, personal injury, or death is caused or contributed to, in any manner, by the Government.
- b. The media organization and media employee 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 media organization's property or the media employee's property, or the personal injury or death of media employees which may occur as a result of the media employee's participation in the immediate, short or long-term coverage of a Georgia National Guard unit.
- c. The media organization and media employee 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 officer, become necessary the immediate, short or long-term coverage of Georgia National Guard units. Transportation to a definitive Government or commercial car facility may be required as an adjunct to authorized dental care who are not otherwise eligible to receive such care shall be obligated to reimburse the Government.
- d. The media organization and the media employee understand and agree that the Government may terminate the embedding process at *any time* and for *any reason*, as the Government determines appropriate in its sole discretion.

6. This Release, Indemnification, Hold Harmless Agreement and Agreement Not to Sue shall be interpreted according to 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.

SIGNATURE

DATE

PRINTED NAME, AFFILIATE, & PHONE NUMBER

WITNESS SIGNATURE

DATE

WITNESS PRINTED NAME, RANK & ORGANIZATION

WITNESS SIGNATURE

DATE

WITNESS PRINTED NAME, RANK & ORGANIZATION