



## TENNESSEE STATE GUARD SWORN AFFIRMATION & RELEASE

*Initial*

\_\_\_\_\_ I \_\_\_\_\_ have been advised that my participation in the Tennessee State Guard (“TNSG”) is completely voluntary and that, absent express orders by the Governor of the State, will for the vast majority of my service be considered ‘non-activated’ status as defined in Tennessee Code § 58-1-101, 102, et seq. As such, my service shall be wholly without compensation or remuneration of any sort.

\_\_\_\_\_ I confirm that I am not now, nor shall be while in the TNSG, a member of any military group, militia, or paramilitary organization not authorized by the United States Congress.

\_\_\_\_\_ I acknowledge that as a volunteer of the TNSG I am not entitled to workman’s compensation, or any other restitution, should I suffer personal injuries during the course of my service. It is irrelevant whether or not these injuries arise from accidents at monthly drill, annual training, or any other TNSG activity or mission, or whether another TNSG member is negligent or at fault. TNSG missions, duties, and training, like other military operations, may be inherently risky, and I freely assume the consequences of these risks and release the TNSG and the State of Tennessee from liability for damages or injuries arising from unintended consequences of negligence. I confirm that as long as I am a member of the TNSG I shall therefore maintain appropriate health, automobile, and life insurance to cover my and my family’s needs.

\_\_\_\_\_ As a volunteer in the TNSG, I may under certain circumstances enjoy limited protection from personal liability for good faith actions I perform (other than from operating a motor vehicle) during the course and scope of my duties to the State. This protection, where relevant, shall only apply to specific actions that I have been duly authorized or ordered to undertake. I shall, however, never use unreasonable or excessive force against others in furtherance of any mission, or even to defend myself.

\_\_\_\_\_ I shall defend and uphold the U.S. and Tennessee State Constitutions to the best of my ability, and shall never knowingly violate the civil rights of others, engage in sexual harassment, or act in any manner so as to denigrate or demean the integrity and high standards of professionalism of the TNSG. I affirm that I am not a convicted felon, nor have I committed any act or been charged with any crime that could lead to a felony conviction; I have not been convicted of any crime involving domestic violence, or illegal drugs; and I am not subject to a protective order either in civil or criminal court. If while I am in the TNSG, a charge is lodged against me involving any matter listed in this paragraph, I agree to notify immediately my Commanding Officer in writing.

\_\_\_\_\_ Although it may be necessary, from time to time, for me to purchase equipment, supplies, and even uniforms for myself, I acknowledge that I have no authority ever to bind the Tennessee State Guard or any unit thereof to an agreement, contract, or

debt with any third party, nor to procure free goods or services on the TNSG's behalf absent express written orders from the Commanding General. Any equipment, ID, or property loaned or entrusted to me by the TNSG shall remain property of the State of Tennessee and must be returned to the TNSG promptly upon my termination of membership, or at any time so requested by my Commanding Officer.

\_\_\_\_\_ I shall adhere to, the rules, regulations, and policies of the TNSG as amended from time to time by The Adjutant General or the TNSG Commander. I will follow the chain of command in the event of any dispute or problem in the furtherance of my missions or professional duties. I have reviewed TNSG Policy Letter 19 which sets forth Chain of Command policies.

\_\_\_\_\_ Tennessee Code 8-33-110 (TCA § 8-33-110) provides that certain employees may receive unpaid leave for periods of service with the TNSG under "Competent Orders". "Competent Orders" are only those signed by the Adjutant General or his designee. Sign-In and Sign-Out rosters shall serve as official record of my attendance at a TCA § 8-33-110 events, and I acknowledge my responsibility to maintain proof of attendance as for use of employer verification. All events, internal and external, must be approved by the Adjutant General. No exceptions.

\_\_\_\_\_ I have been urged to reflect carefully on the above statements and at my own expense to consult an attorney of my choice should I have questions regarding the legal import and significance of this document. I have signed this document under oath and penalty of perjury, freely and voluntarily, and hereby acknowledge receipt of a copy thereof.

\_\_\_\_\_ I understand that the above conditions, affirmations, and ongoing covenants form, essential prerequisites and conditions for my privilege of membership in the TNSG, and that any violation thereof may subject me to disciplinary action and/or discharge. I further acknowledge having received valuable consideration by being admitted into the TNSG's distinguished membership.

\_\_\_\_\_ To the extent that I breach my agreement with the TNSG or otherwise act in a manner inconsistent with this document, I agree to save and hold harmless the TNSG and its personnel from all reasonable damages, loss, and liability that may result therefrom (including reasonable attorney fees). No other agreement shall alter this Affirmation and Release unless signed by me and an authorized officer of the TNSG at a subsequent date. To the extent that a court of competent jurisdiction finds any provision of this agreement invalid, all remaining terms and conditions shall remain in full force and effect.

Affiant:

Witness:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Unit Commanding Officer or Senior Officer

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)