

STATEMENT OF UNDERSTANDING
Waiver of Active Duty (AD) Sanctuary
(Unit/IMA Reservist)

1. I understand that under the sanctuary protection provided to me by 10 U. S.C. § 12686(a), if I serve the period of AD now being offered to me and which is the subject of this waiver (_____ to _____), I will then be serving on AD within 2 years of becoming eligible for retired pay under the military retirement system. After I enter that 2-year sanctuary, I cannot be involuntarily released from AD, without approval by the Secretary of the Air Force (SAF), before I become eligible for retired pay.
2. I understand that in order for me to serve this AD period, which would bring me within the sanctuary protection, I must waive my right to the sanctuary protection, which would otherwise apply to me.
3. This waiver, shown by my signature below, means I will not receive sanctuary protection even though I will be serving on AD within 2 years of becoming eligible for retired pay. Therefore, I may be released from AD without the SAF approval even though serving on AD within 2 years of becoming eligible for retired pay.
4. I also understand neither my waiver submitted here nor any order requiring me to perform further voluntary AD service is effective until this waiver is acknowledged and tour approved by NAF/CC, RMG/CC, AFRC/CV, or ARPC/CC, or designated representative.

I, _____, voluntarily waive my right to invoke sanctuary as provided under Title 10 U.S.C. § 12686 (b).

(Please initial)

_____ I have read the above explanation and have been fully counseled on the impact that it has on my participation.

_____ I understand that by waiving my right to claim sanctuary I am allowed to perform a voluntary tour of duty of less than 180 days (number of days shown on the military orders to which this waiver relates).

I acknowledge that this waiver is applicable for the order covered by the period specified and any amendment(s) to the original order, not to cumulatively exceed 179 days.

_____ I understand that while performing the approved tour I may not claim sanctuary. I further understand should I attempt to claim sanctuary while performing this tour of duty, my orders will be immediately terminated with no authorization for sanctuary claim due to breach of contract.

_____ I understand that for each type of AD tour or extension thereof that I request, except ADT, a new waiver will be required and accomplished.

_____ I understand that my AD tour will not begin until I have proper approval from the SAF or designee

_____ **I understand that the waiver dates might be adjusted to ensure that the waiver will not cross over Fiscal Years and/or the required dates are covered by the waiver request IAW current guidelines.**

_____ I understand that I will continue to accrue active duty points while performing this tour with a waiver in place. Upon accumulation of approximately 7305 active duty points, I will have earned an AD retirement and may retire immediately with an AD annuity, or continue to participate for additional points and pay.

_____ I understand this sanctuary waiver is irrevocable for the voluntary period of active duty for which the waiver has been executed as described in paragraph 1 above. _____ I understand that this written document will be filed at the FSS and electronically at NAF/ CC, RIO/CC, AFRC/A1R, or ARPC/CC as evidence that I have waived my right to sanctuary protection

Member's Signature (Date)

Ind, HQ RIO DET/CC

Date:

I support the action of (Requestor) to waive his/her sanctuary protection to perform the above voluntary tour of AD.

DETACHMENT COMMANDER

cc: Individual

This document requires the collection and maintenance of information protected by the Privacy Act of 1974. The authority to collect and maintain this information exists in Title 5 USC § 552(a) (2000), the release of your SSN is for identification purposes and voluntary. Systems of Records Notice F036 ARPC B, Information Personnel Management Records, applies.