



READING POLICE DEPARTMENT

15 Union Street ▪ Reading, Massachusetts 01867

Emergency Only: 911 ▪ All Other Calls: (781) 944-1212 ▪ Fax: (781) 944-2893

Participation Agreement Waiver of Liability, Indemnification Agreement and Acknowledgment of Risks

Assumption of Inherent Risks:

a. Physical activity and effective law enforcement training, by its very nature, carries with it certain inherent and known risks that cannot be eliminated regardless of the care taken to avoid injuries. I acknowledge that participation in the Reading Police Entry Level Fitness Test involves vigorous physical activity and necessary activities to properly assess me as a law enforcement officer candidate, which can potentially be hazardous to my health and may result in serious injury, both physical and mental, or even death.

b. I acknowledge that the inherent risks associated with participating in the Reading Police Entry Level Fitness Test include, but are not limited to slips, falls, broken bones, sprains, cuts and abrasions, dehydration, heat exhaustion, stroke, cardiac arrest, death, and Acts of God. I further acknowledge there may be other risks which are either unknown to me or which are not reasonably foreseeable.

c. I have read the foregoing and I understand the physical demands presented by my participation in the Reading Police Entry Level Fitness Test and the inherent risks associated thereto and affirm that to the best of my knowledge, my physical and mental condition and ability is adequate for me to participate safely. I am presently in good physical and mental health, and I have no reason to believe that I am not in good physical and mental health. My participation is voluntary and by signing below I knowingly and completely assume the foregoing risks.

d. I agree to abide by the decision of any Reading Police official relative to my ability to safely participate, or continue to participate, in the training activities.

Waiver

In consideration of being permitted to participate in the Reading Police Entry Level Fitness Test, I, on behalf of myself, personal representatives, heirs, spouse, children and assigns, do hereby waive, release, discharge and covenant not to sue the Reading Police Department, Town of Reading and all staff of the Reading Police Department including the instructors and proctors (collectively referred to as "Released Parties"), from any and all claims for the ordinary negligence, carelessness, action or inaction of the aforementioned persons or parties to the greatest extent permitted by the Law of the Commonwealth of Massachusetts.

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Indemnification and Hold Harmless

I also agree to HOLD HARMLESS AND INDEMNIFY any or all of the Released Parties from all claims against them resulting from my negligence, gross negligence or willful or reckless conduct in connection with my participation in the Reading Police Entry Level Fitness Test. I further agree to pay Released Parties' expenses, including investigation and defense costs, attorneys' fees and indemnity payments, in the event that I, my spouse, children, employer, or anyone on my behalf, asserts a claim or lawsuit against Released Parties for injuries or damages arising out of my participation in the Reading Police Entry Level Fitness Test.

Severability and Venue

I acknowledge and agree that the foregoing is intended to be as broad and inclusive as permitted by the Law of the Commonwealth of Massachusetts and that if any portion of this agreement is ruled invalid, it is agreed, notwithstanding, that the remainder of this agreement will retain its full force and effect. This agreement shall be interpreted and governed by the Law of the Commonwealth of Massachusetts and any legal action arising out of this agreement or my participation in this event must be brought in Superior Court in Middlesex County, Massachusetts. Nothing herein shall change or alter in any way the applicability of M.G.L. c. 258 to the Released Parties or the procedural or substantive duties, rights or responsibilities pursuant to c. 258 of either a claimant or party to which c. 258 applies.

Acknowledgment and Understanding

I have read this description of inherent risks, waiver of liability and indemnity agreement and acknowledge, represent and warrant that I understand I am giving up substantial legal rights, including my right to sue, and that (1) I am doing so voluntarily and (2) I am of 18 years or older and of sound mind. I further agree and acknowledge that my signature below constitutes a complete assumption of the inherent risks of my participation.

Candidate Print Name: _____

Signature: _____ Date: _____