



FAIRFIELD POLICE DEPARTMENT

5230 Pleasant Ave.

Fairfield, Ohio 45014

513-829-8201

Chief Stephen Maynard

FAIRFIELD POLICE DEPARTMENT

JUNIOR POLICE ACADEMY PARTICIPANT WAIVER AND RELEASE

****WAIVER AND RELEASE****

READ CAREFULLY

PARTICIPANT

ADDRESS

DATE OF BIRTH

NAME OF PARENTS/NATURAL GUARDIANS

ADDRESS

HOME TELEPHONE

WORK TELEPHONE

In consideration for the opportunity allow my minor child to volunteer for the City of Fairfield Junior Police Academy at Fairfield Police Department ("Academy"), Participant and parent(s)/guardian(s) hereby agree as follows:

ACKNOWLEDGEMENT OF RISK: Participant and parent(s)/guardian(s) acknowledge that the activities involved in the Academy may include (but are not limited to) various types of self-defense training, physical exertion, running, lifting objects, physical contact, collision with other people, and other conduct involved in police activity. Participant and parent(s)/guardian(s) acknowledge and understand that there is a possibility of unforeseen and unpredictable events and risks inherent in the Academy that can result in serious bodily injury or death when participating in the Academy. Participant and parent(s)/guardian(s) understand that, for certain activities, the City of Fairfield does not or cannot supervise all participants at all times. Participant and parent(s)/guardian(s) further understand that there may be other risks in addition to those listed above that may pose a danger to Participant and other individuals. Participant and parent(s)/guardian(s) understand and acknowledge that there are risks inherent in participating in the Academy, including possible personal injury, injury to property, or death and Participant and parent(s)/guardian(s) expressly assume all risks, known and unknown.

CONSENT TO PARTICIPATE: With the above in mind, parent(s)/guardian(s) represent that as parent, whether natural or adoptive, or court appointed legal guardian of the minor child identified as the Participant in this Agreement. I have the authority and do hereby give full permission for the Participant to volunteer or take part in the Academy. I have instructed the Participant to obey, at all times, all instructions, orders and commands given by the Academy supervisors, coordinators, staff, coaches, trainers, directors, volunteers or other authorized representatives, or the designees of any of these, for the City of Fairfield. I also acknowledge that my child's participation in the Academy is in the capacity of a volunteer only. As such, neither my child nor I expect nor will we receive any compensation in return for my child's services or participation as a volunteer. My minor child is in good health and has no mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself, or in conjunction with any other circumstance, affect my child's ability to fully participate as a volunteer, and have not been advised otherwise by any healthcare provider or medical practitioner. My minor child is covered by and will continue to maintain medical insurance, individually or as part of an organization which the undersigned acknowledges as adequate for both Participant's protection and the parent(s)/guardian(s)' own protection.

RELEASE OF ALL CLAIMS: Participant and parent(s)/guardian(s), on behalf of themselves, understand and unequivocally agree that by signing this Agreement, I, for myself, my heirs, beneficiaries, estate, executors, administrators, next of kin, and anyone else who might attempt to sue on my behalf, and on behalf of the Participant, Participant's heirs, beneficiaries, parents, guardians, estate, executors, administrators, next of kin, and anyone else who might attempt to sue on Participant's behalf, hereby waive, release, hold harmless, indemnify, covenant not to sue, agree to defend, and forever discharge the City of Fairfield, its officers, elected or appointed, directors, employees, coaches, trainers, counselors, volunteers, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith

(all of whom constitute the “**Released Parties**”) from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney’s fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively “Claims”), arising out of, resulting from, or relating to my minor child’s participation in the Academy and/or any other activity, function, or task reasonably necessary to participate in the Academy, whether or not such claim, suit, cause of action, injury, damage, loss, liability, cost, expense, judgment, order, or decree was caused by, arose or resulted from, in whole or in part from the **NEGLIGENT ACTS OR OMISSIONS** of the **Released Parties** including in relation to any condition on the property, facilities or condition of any equipment used in the Academy (regardless of whether such condition was known or unknown, open, obvious, foreseeable or unforeseeable, hidden or not).

Participant and parent(s)/guardian(s) expressly agree and acknowledge that this Release specifically includes a waiver, release, indemnity of and agreement to hold harmless and covenant not to sue the **Released Parties** for any and all Claims arising out of, resulting from or relating to, in whole or in part, the **NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE RELEASED PARTIES**. The negligent acts or omissions of the released parties shall specifically include the failure by any of the Released Parties to take reasonable precautions or exercise reasonable care, and/or the failure by any of the Released Parties to discharge a duty owed to the Participant as result of his/her participation in the Academy, including but not limited to, the failure to observe a duty to warn, inspect, maintain, repair, or supervise, such that such failure would support a finding of negligence and give rise to liability on the part of the Released Parties by a judge or jury in a court of competent jurisdiction.

RELEASE AND CONSENT TO USE PARTICIPANT’S PERSONAL INFORMATION: Participant and parent(s)/guardian(s) hereby authorize and grant full permission to the **Released Parties**, by any means, whether now known or hereinafter developed, to exhibit, record, reproduce, broadcast, transmit, publish, sell distribute, perform, use and re-use (collectively “Rights”), for any purpose, in any manner, without further notification, authorization, or compensation to me, my minor child or anyone on either of our behalf’s, the Participant’s name, likeness, biography and any photographs, videotapes, motion pictures, recordings or other record of performance (or any part or parts of my minor child’s performance) (collectively “Information”) in connection with the Academy for publicity, advertising and promotion of the Academy, future Activities and any other program, event or activity sponsored or organized by the City of Fairfield. Participant and parent(s)/guardian(s) hereby waive, release, hold harmless, indemnify, covenant not to sue, agree to defend, and forever discharge the **Released Parties** from any Claims arising out of or in connection with use of the Rights or Information. Participant and parent(s)/guardian(s) hereby waive any right to inspect or approve any finished product and hereby represent and warrant that no further permission is required for the **Released Parties** to use the Rights or Information provided herein.

CONSENT TO TREATMENT: Parent(s)/guardian(s) agree that the City of Fairfield and its agents may provide treatment to Participant for any injury he or she may sustain while participating in the Academy. Parent(s)/guardian(s) authorize such physician or medical staff as the City of Fairfield may designate to carry out any medical treatment deemed necessary, or to take the Participant to the emergency room of the nearest hospital for treatment, if necessary.

Participant and parent(s)/guardian(s) acknowledge that this Agreement is intended to provide waiver, release, indemnity, and defense and to hold the **Released Parties** harmless from liability as set forth herein. Any provisions found to be void or unenforceable shall be severed from this Agreement and shall not affect the validity or enforceability of any remaining provisions.

By signing below, I acknowledge that I have read this Agreement, carefully, in its entirety and I fully understand its content. I am of sound mind and body and not under the influence of alcohol, any illicit or prescription drug or medication, or under any other legal disability which may in any way impair my ability to enter into this Agreement. Intending to be legally bound, I have voluntarily signed this Agreement.

Participant Signature _____ Date: ____/____/____

Parent or Guardian Signature _____ Date: ____/____/____

Parent or Guardian Signature _____ Date: ____/____/____