



Belmont Police Department



Shane C. Smith
Police Chief

460 Concord Avenue
Belmont, MA 02478

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, _____, voluntarily submit to the Belmont Police Department's OPTIONAL PAT and Cooper test preparation with the Belmont Police Department staff and hereby agree and acknowledge as follows:

1. I understand the nature of the activities I may perform during the OPTIONAL Academy preparation, require mental judgment and a high degree of physical fitness, agility, and dexterity, and that this may include strenuous exercise in varying environmental conditions, which requires physical fitness, strength, and stamina. I also understand that participation in the Department's OPTIONAL Academy preparation involves potential exposure to physically dangerous situations and may involve unavoidable risk of injury and/or death to participants or damage to property, and I voluntarily assume these risks.

2. In consideration of my employment with the a participating Department and my intention to enroll in the Police Training Academy, I agree to hold harmless, indemnify, and defend the Town of Belmont, the Belmont Police Department, and their employees, volunteers, agents, representatives, successors, and assigns and their heirs, estates, executors, administrators, and assigns and any other Belmont Police Department-affiliated persons, firms, and corporations from any and all actions, causes of action, claims, or demands for any and all known and unknown damages, costs, personal and/or bodily injuries (including death), property damages, losses including but not limited to loss of use and/or loss of services, judgments, expenses, compensation, attorney's fees, consequential damage, or any other thing and/or liability whatsoever which may directly or indirectly result from or be related to any loss, damage or injury that I may sustain or may be sustained by any other person or property, in connection with my participation in the OPTIONAL training.

3. I further agree to acquit, release, and forever discharge the Town of Belmont, the Belmont Police Department, and their employees, volunteers, agents, representatives, successors, and assigns and their heirs, estates, executors, administrators, and assigns and any other Belmont Police Department-affiliated persons, firms, and corporations from any and all actions, causes of action, claims, or demands for any and all known and unknown damages, costs, personal and/or bodily injuries (including death), property damages, losses including but not limited to loss of use and/or loss of services, judgments, expenses, compensation, attorney's fees, consequential damage, or any other thing and/or liability whatsoever, which I may have, whether foreseen or unforeseen, on account of my participation in the Department's OPTIONAL training sessions.



4. I certify that to the best of my knowledge, I have no medical, psychological, or physical conditions that could interfere with my safety in participating in the Department's OPTIONAL training and that I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

5. This Waiver of Liability and Hold Harmless Agreement shall be binding upon the successors, heirs, estates, executors, administrators, agents, servants, and assigns of the undersigned.

6. I agree that this Waiver of Liability and Hold Harmless Agreement is to be construed under the laws of the Commonwealth of Massachusetts and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

7. I, _____, acknowledge that I have read and fully understand this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed below knowingly and voluntarily.

Participant Date

Witness Date

