



# COUNTY OF BERGEN

## OFFICE OF THE COUNTY EXECUTIVE

One Bergen County Plaza, Room 580, Hackensack, NJ 07601-7076

(201) 336-7300 Fax: (201) 336-7304

countyexecutive@co.bergen.nj.us

**James J. Tedesco III**

*County Executive*

**Thomas J. Duch, Esq.**

*County Administrator/County Counsel*

### **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration for being allowed to participate in the physical fitness assessment and activities at the Bergen County Law and Public Safety Institute that are conducted under the direction of the County of Bergen, as well as related events and use of equipment, including but not limited to, those activities conducted by or for the Bergen County Police Academy and/or Police Training Commission authorized programs (herein collectively "the Activities"), the undersigned acknowledges, appreciates and agrees that:

1. I assume all risk of participation in the Activities including any risk associated with any special medical condition I may have including known or unknown conditions.
2. I authorize the County of Bergen, Law and Public Safety Institute staff, the Police Academy staff, and their officers, agents and employees to obtain on my behalf, and at my expense, any necessary emergency medical services which may be required at any time as a result of my voluntary participation in the Activities.
3. I agree to conduct myself in accordance with the Bergen County Police Academy, the Bergen County Law and Public Safety Institute and the Police Training Commission's policies and procedures. I further agree to abide by all the rules and requirements of the Activities. I acknowledge that the County of Bergen and/or the Police Training Commission have the right to terminate my participation in the Activities if it is determined that my conduct is detrimental to the best interests of the County of Bergen and/or the Police Training Commission or my conduct violates any rules of County of Bergen and/or the Police Training Commission.
4. I certify that I am physically fit and have not been advised against participation by any qualified medical professional. I certify that there are no health related reasons or problems which might preclude my participation in the Activities.
5. I acknowledge that my participation in the Activities may carry with it the potential for serious injury and personal loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, conditions of participants, equipment, vehicular traffic, actions of other people including, but not limited to, recruits, participants, volunteers, spectators, staff, coaches, lack of hydration, negligent rescue or first aid and there may be other risk not known to me or nor reasonably foreseeable to me at this time.

6. I agree to comply with all rules imposed by the County of Bergen, Police Academy, Police Training Commission and Law and Public Safety Institute, regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. Training shall always be conducted in accordance with the Police Training Commission's safety and standards.
7. I understand and agree that the County of Bergen is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.
8. I acknowledge that to the extent loss of or damage to property, personal injury, or loss of life is caused in whole or in part by myself, I hereby release, hold harmless, and indemnify the County of Bergen and the Law and Public Safety Institute, and their officers, agents and employees against any and all claims, liabilities, damages and expenses, including reasonable attorney's fees, with respect to any injury to person, regardless of severity and/or loss of damage to property of any type relating to or arising out of any action or occurrences with respect to the Activities.
9. I further hereby release and hold harmless the County of Bergen, and the Law and Public Safety Institute, their officers, agents and employees against any and all claims, liabilities, damages and expenses, including reasonable attorney's fees, with respect to any injury to my person, regardless of severity, and/or loss of or damage to my property results from a grossly negligent, intentional or malicious action by the County of Bergen, its officers, agents and employees. I further agree to indemnify the County of Bergen, and the Law and Public Safety Institute, and their officers, agents and employees against any and all claims, liabilities, damages and expenses, including reasonable attorney's fees, with respect to any injury to person, regardless of severity, and/or loss of or damage to property caused, either directly or indirectly, by myself.
10. I hereby agree that this agreement shall be construed in accordance with the law of the State of New Jersey.
11. This release and waiver of liability and indemnity agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND I SIGN IT ON MY OWN FREE WILL.**

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(Print Name)

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(Sign Name)

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(Date)