WAIVER
RELEASE FROM LIABILITY AND
ASSUMPTION OF RISK

Course Title: **Basic Level II Academy at Hawkeye Community College_____**

(Please Print)
Name: _____ DOB_____

Employer (Agency):_____Telephone #_____

Agency Address: _____

City, State, Zip: _____

I, _____ (name of officer), am currently an employee of the

_____(Law enforcement agency) and in consideration of the training I am to receive I do hereby enter into this release from liability and assumption of risk agreement.

Intending this agreement to be legally binding on me, my heirs, administrators, executors, and assigns, I hereby waive, release, and hold harmless, Hawkeye Community College and all of their agents, employees, representatives, heirs, executors, administrators, successors, and assigns of and from any and all claims, demands, rights, causes of action and judgments of whatsoever kind and nature, arising from and by reason of any and all known and unknown, foreseen and unforeseen physical or mental injuries and consequences thereof which may be suffered by me during the above referenced Hawkeye Community College training program including physical fitness testing.

Please initial at left, to each of the terms agreed to:

_____a) I understand that this training does involve physical contact and/or exercise and therefore, does involve a risk of physical injury.

In signing this release I assert that:

_____b) I have no reason to believe that I am not in good physical and/or mental health and I know of no reason that I should not or cannot engage in a rigorous physical training program.

_____c) I will immediately advise the lead instructor of the training program of any injuries or other problems that may occur prior to or during the training program which may in any way effect my safely completing the training program.

_____d) I am fully aware of, and do acknowledge and assume all risk of injury inherent in my participation in this training program.

_____e) I have read and fully understand the terms and conditions of this agreement.

--Continued on back--

A failure to fully accept the terms and conditions of this waiver may result in being refused admittance into the training program(s).

I agree that a copy of any records, scores, evaluations, and any other information pertinent to my education and certification may be released to the agency I am currently employed by.

With my signature below, I hereby represent and warrant that I have the right, power, and authority to enter into this agreement, that I have taken all requisite action to approve execution, delivery, and performance of this agreement, and that this agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

_____   _____

Date   Student Signature

THE FOLLOWING TO BE COMPLETED BY THE STUDENT'S EMPLOYING AGENCY

The above referenced student, _____ (name of employee) is currently an

employee of _____ (law enforcement agency) and in consideration of

the training to be received by its employee, the law enforcement agency does hereby enter into this release from

liability and assumption of risk agreement.

Intending this agreement to be legally binding on the law enforcement agency, its employees, administrators, and assigns, the law enforcement agency hereby waives, releases, and holds harmless Hawkeye Community College and all of their agents, employees, board members, representatives, heirs, executors, administrators, successors, and assigns of and from any and all claims, demands, rights, causes of action and judgments of whatsoever kind and nature, arising from and by reason of any and all known and unknown, foreseen and unforeseen physical or mental injuries and consequences thereof which may be suffered by its employee during the above referenced Hawkeye Community College training program including physical fitness testing.

The law enforcement agency recognizes that the failure to fully accept the terms and conditions of this waiver may result in its employee being refused admittance into the training program.

With my signature below, I hereby represent and warrant that I have the right, power, and authority to enter into this agreement, that I have taken all requisite action to approve execution, delivery, and performance of this agreement, and that this agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

_____   _____

Date   Signature of Agency Head