

### **Citizens Police Academy Liability Waiver and Acknowledgement**

This Waiver and Release is executed on the date entered below by the undersigned (the "Student") in favor of the City of Bellmead and its appointed and elected officials, officers, employees, agents, servants and the like (collectively the "City").

1. **LIABILITY WAIVER:** For good and valuable consideration, including Student's ability to participate in a City sponsored activity or activities, Student agrees on behalf of Student and Student's heirs, executors and assigns, to release and hold harmless, and to indemnify and defend the City of Bellmead and its officers (whether elected or appointed), officials, employees, agents and servants from and against any and all liability, loss, damage, expenses, costs (including attorney fees) arising in any way out of Student's participation in any and all City sponsored Police Academy activity or activities including, but not limited to, any claims or damages arising from the sole negligence of the City of Bellmead.
2. **ASSUMPTION OF RISK:** The Student understands that the activity Student is participating in may involve hazards that are either known or unknown that may subject the Student to the risk of personal injury or death, and damage to property and, with that understanding, Student hereby expressly and specifically assumes all risk of injury or harm associated with the activity and releases the City from any and all liability for injury, illness, death or property damage resulting from the Activities and caused by Student or by the negligence of the City.
3. **OBLIGATIONS:** The Student further understands that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance to Student including, but not limited to medical, health, workers compensation or disability insurance in the event of injury or illness. To that end, Student warrants and represents that Student has consulted with a medical doctor with regard to Student's personal medical needs and represents that Student will not engage in any activity for which Student has not received clearance from a medical doctor. Student is aware of any applicable personal medical needs and conditions and has arranged through insurance or otherwise to meet any and all need for payment of medical costs that may accrue or occur while Student is participating in the activity.
4. **CONSENT TO TREATMENT:** The City may, but is not obligated to, take any action it considers warranted under the circumstances regarding Student's health and safety and Student does hereby release and forever discharge the City from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment or service rendered in connection with Student's activities with the City.
5. **CONSENT TO PHOTOGRAPH, VIDEO RECORD, AND PUBLISH:** The Student does hereby grant and convey unto the City all right, title and interest in any and all images and video or audio recordings made by the City during Student's activities with the City including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.
6. **JURISDICTION & SEVERABILITY:** The Student expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this agreement

shall be governed and interpreted by Texas law. It is further agreed that nothing in this Waiver and Release shall be construed as a waiver, replacement or forfeiture of any other legal rights and defenses available to the City. The Student agrees that in the event any clause or provision of this Waiver and Release is deemed invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Student

Printed name: \_\_\_\_\_