



ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL TRAINING CENTER

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www.sheriffacademy.com

RELEASE OF LIABILITY

(Print Your Full Name)

(Print Name of Your Company/School/Department/Agency/Host/Affiliate)

This form must be completed by all individual students, guests, invitees, participants, colleagues, agents, contractors, sub-contractors, and/or employees who will be training and/or participating in the following subjects and/or activities on Alameda County property, including, but not limited to: Firearms Range Programs; K-9 Training; Arrest and Control/Defensive Tactics; Scenario/Role Playing; Track & Field activities; Chemical Agents, Confidence Course, and Emergency Vehicle Operations Course (EVOC) Training; Use of Alameda County gym, track, trails, and/or training facilities; and/or General Use Of and/or Entry onto Alameda County property for any of the activities described herein or otherwise contemplated.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. PLEASE READ CAREFULLY BEFORE SIGNING. YOU MAY WISH TO GET APPROPRIATE LEGAL OR OTHER ADVICE BEFORE SIGNING IT.

1. I ACKNOWLEDGE, agree, and represent that I understand the nature and risks of the activities I will undertake while on Alameda County property and that I am qualified, properly trained, in good health, and in proper physical condition to participate in such performance and activities. I further agree and warrant that if at any time I believe conditions to be unsafe for myself or others viewing my performance and/or activities, I will immediately discontinue further participation in the performance and/or activities. For purposes of this AGREEMENT, the term "performance" shall include any activities and/or actions on Alameda County property.
2. I FULLY UNDERSTAND THAT: (A) MY PERFORMANCE AND ACTIVITIES MAY INVOLVE RISKS AND DANGERS OR SERIOUS BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in, or observing, my performance and/or activities, the conditions in which my performance and/or activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; and (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, performance, and/or activities on county property.
3. I HEREBY RELEASE, DISCHARGE, AGREE TO INDEMNIFY, AND COVENANT NOT TO SUE County of Alameda, the Alameda County Sheriff's

Office, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the performance and/or activities take place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES", THIRD PARTIES, OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE "RELEASEES" from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

4. I AGREE TO SAVE AND HOLD HARMLESS AND INDEMNIFY THE "RELEASEES" AND EACH OF THEM a) from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation, performance, and/or activities; and b) from any and all claims, demands, actions and costs which might arise out of my participating in any activity on County property, even though such claims, demands, actions and costs which might arise out of my participating in the activities, even though such claims, demands, actions and costs may have been caused by the negligence of the Releasees.
5. I understand and acknowledge that activities involving firearms, physical agility, physical activity, physical contact, hiking, running, chemical agents, and law enforcement specialized driver training have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. I do hereby expressly and voluntarily assume any and all risks of death and/or personal injury, which may be sustained while participating in training activities including the risk of passive or active negligence of the released parties, or latent or hidden or obvious defects in the premises or equipment used.
6. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.
7. Restrictions on Use of County Property: I shall not use the County Property for any activities that are not expressly permitted or by other written authorization of the ACSO. This shall include myself, any of my affiliates, relations, assigns, heirs, agents, guests, and/or company's officers, agents, employees, invitees, guests, contractors, or subcontractors, and their employees. By way of example only and without limitation, the following uses of the County Property are prohibited:

- a. You shall not construct or place any permanent structures, signs or improvements on the County Property, nor shall you alter any existing structures, signs or improvements on the County Property.
- b. You shall not conduct any unauthorized activities on or about the County Property nor conduct any activities that constitute waste or nuisance.
- c. You shall not damage County's real or personal property.
- d. You shall not cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the County Property, or transported to or from the County Property or any other real or personal property of the County.
- e. You shall abide by all instructions from ACSO or other County personnel.

A failure to meet these terms and conditions may result in a revocation of your permission to be on County Property, and any other actions as permitted by law.

PRINTED NAME OF PARTICIPANT:

SIGNATURE OF PARTICIPANT:

STREET ADDRESS:

CITY/STATE/ZIP:

CONTACT NUMBER:

DATE:
