

**C.E.R.T.
City of Fontana
Police Department**

Release and Waiver of Liability and Indemnity Agreement

I, _____, have chosen to participate in certain activities of the Fontana Police Department. In particular, I will participate in Community Emergency Response Team training. I understand that the work and activities of the Police Department are inherently hazardous and that by participating in the activity, I may be exposed to risks of injury or loss to my personal property and injury to myself, including, but not limited to the following: cuts, sprains, back injury, exposure to smoke, toxic chemicals, bio-hazards, head injury, broken bones.

I recognize that my participation in the police activities can be dangerous. I hereby voluntarily assume all the risks that I may encounter in connection with my participation in the Activity and hereby agree to accept and assume responsibility for any and all risks of damages, injury or death, where now known or unknown.

Accordingly, in consideration for the City of Fontana and its Police Department allowing me to participate in the activity, I, on behalf of myself, my child(ren), my heir(s), my executor(s), and administrator(s), hereby release, discharge, waive and relinquish any and all liabilities, claims, causes of action, debts, demands of any nature whatsoever which I now have or may arise in connection with my participation in the activity against the City of Fontana, the Fontana Police Department, their elective or appointive boards, officers, agents, attorneys, and employees (collectively "Releasees") for any act or omission by the Releasees whether actively or passively negligent or willful, which results in personal injury or death to any person, including me, and for property damage (whether mine or anyone else's). **IT IS MY INTENTION BY SIGNING THIS RELEASE, TO RELEASE AND DISCHARGE THE RELEASEES, AND EACH OF THEM, FROM ALL LIABILITY AND CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE RELEASEES' NEGLIGENT OR WILLFUL ACTS OR OMISSIONS IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.**

_____ (My Initials)[Parent or Guardian Initials if Participant is
between the ages of 15 – 17 years of age]

In addition, I agree to indemnify and hold the Releasees, and each of them, harmless from and against any and all claims, liabilities, losses, costs and expenses, including attorneys fees for attorneys selected by Releasees (including Releasees' attorneys' fees incurred in any indemnity claim) and litigation costs, arising from or related to

any act or omission of theirs or mine, whether or not negligent, in any way related to my participation in the activity during travel to or from the activity.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING THREE PARAGRAPHS, HAVE BEEN FULLY AND COMPLETELY ADVISED OF POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN THE ACTIVITY, AND AM FULLY AWARE OF THE CONSEQUENCES OF SIGNING THIS DOCUMENT. I AM EIGHTEEN (18) YEARS OLD OR OLDER. (IF YOU ARE LESS THAN EIGHTEEN (18) YEARS OLD, STRIKE THE LAST SENTENCE, SIGN AND SEE BELOW)

Signature

Date

Address

City

Zip

If participant is a between the ages of 15 and 17 years old, Parent or Guardian must read and sign the following:

I, as parent or legal guardian of the minor named above, give my permission to my child or ward to participate in the Activity described above. I have read this document thoroughly and fully understand the releases I and my child or ward are making. On behalf of myself and my participating child or ward, I agree to all the terms of this document.

Signature

Date

Address

City

Zip