

**CITIZENS ACADEMY WAIVER OF CLAIMS
AND RELEASE OF LIABILITY AGREEMENT**

WHEREAS the undersigned desires to participate in the Citizens Academy Program at his/her own risk and recognizes the possible and inherent danger to his/her person and property resulting therefrom, including but not limited to the risk bodily injury, sickness, disease death, and/or property loss or damage; and

WHEREAS the undersigned desires to release the City from all liability for any such injury, sickness, disease, death, property loss and/or damage he/she may suffer while participating in the Citizens Academy Program; and

NOW, THEREFORE, in consideration of being permitted to participate in the Citizens Academy Program, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned does hereby for himself/herself, his/her wife/husband, heirs executor or administrator and personal representatives:

- A. Assume full responsibility for any bodily injury, sickness, disease, death and/or property loss or damage which the undersigned may suffer while in, on or about any Police Department vehicle, the Police Department premises or any part thereof, at the Shakopee City Hall, and all other City-owned property, or while accompanying any of the City's Police Officers while in the performance of their duties, or while participating in any other way in the Citizens Academy Program;
- B. Fully and forever release and discharge the City, its agents, officers and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the undersigned's being in, on or about any such Police Department vehicle or at any or all of the premises and places aforesaid or while accompanying any City Police Officer as aforesaid or while participating in any other way in the Citizens Academy Program, whether or not caused by an act, omission, negligence or other fault of the City, its agents, officers or employees, or by any other cause;
- D. Agree to indemnify and hold harmless the City, its agents, officers and employees for any acts or conduct of the undersigned of whatever kind or nature whatsoever while in, on or about any such Police Department vehicle or at any or all of the premises and places aforesaid or while accompanying any City Police Officer as aforesaid or while participating in any other way in the Citizens Academy Program;
- E. Agree to defend and to pay any and all claims, damages and liabilities whatsoever, including attorney fees and costs, arising out of any action brought by or against the City, its agents, officers and employees for any acts or conduct of the undersigned of whatever kind or nature whatsoever while in, on or about any such Police Department vehicle, or at any or all of the premises and places aforesaid, or while accompanying any City Police Officer as aforesaid or while participating in any other way in the Citizens Academy Program;
- F. State that he/she is, as of the date of the execution hereof, the age of eighteen (18) years or older; or, if he/she is between sixteen (16) and seventeen (17) years of age, that his/her parent or guardian has consented to this Agreement by signing below.
- G. Agree that it is the intent of the undersigned that this Civilian Observer Waiver of Claims and Release of Liability Agreement remain in full force and effect from the date of execution hereof.
- H. Agree that if any of the provisions of this Agreement are found to be unenforceable, all other provisions shall remain in full force and effect.

Applicant Name (Please Print)

Date

Applicant Signature