Waiver of Liability and Release of All Claims

Instructions: Read this form carefully and completely. Sign and date the form at the bottom of the page only after reading the entire page carefully and completely. Initial each section after reading the section carefully and completely.

I declare and represent that I received a written description entitled "Class I Physical Assessment Test Packet" and am aware of what this test entails. I have read completely and fully understand the "Class I Physical Assessment Packet" and understand the nature of the physical fitness events comprising the Physical Assessment Test. I understand that certain aspects of the Physical Assessment Test present a risk of possible physical or psychological injury, however, I choose to voluntarily participate in this Physical Assessment Test. I further declare and represent that I am now in good health, that I am familiar with and understand the nature of the Physical Assessment Test, that I am physically and medically fit to participate in the tests, and that my personal attire is safe and fit for participation in the test. I personally assume any and all risks of injury with respect to all matters pertaining to my participation in the test, including death, damage, or loss which I may sustain as a result of participating in any activities associated with the test. I hereby consent and agree to all of the following terms and conditions. Initial **Acknowledgment of Risk** As a voluntary participant in the Physical Assessment Test, I recognize and acknowledge that there are certain risks of physical injury inherent in the Physical Assessment Test. I agree to assume the full risk of any injury, including death, damage or loss which I may sustain as a result of my voluntary participation in any and all activities connected with or associated with the test. Initial Waiver of Liability and Release of All Claims I do hereby for myself, heirs, executors and administrators, and other parties claiming under or through me, fully waive, relinquish, release, and forever quit-claim and discharge the Seaside Park Police Department and all its elected officials, trainers, officers, agents, employees, servants, monitors, and examiners from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related in any way to any loss, damage, medical expense, or injury (including death) that may be sustained by me while participating in the Physical Assessment Test, or upon the premises where the test is begin conducted, whether the loss, damage, medical expense injury, or death results from the negligence of the Seaside Park Police Department or its elected officials, trainers, officers, agents, employees, servants, monitors, or examiners, or is otherwise caused. Initial **Indemnity and Defense** I do hereby agree, for myself, heirs, executors, and administrators, and other parties claiming under or through me, to indemnify and hold harmless and defend the Seaside Park Police Department and its elected officials, trainers, officers, agents, employees, servants, monitors, and examiners from any and all claims, suits or demands, actions, or causes of action whatsoever arising out of or related in any way to loss, damage, or injury (including death) that may be sustained by me while participating in the Physical Assessment Test, or upon the premises where the test is being conducted. Initial Other I understand that the test administration staff may remove me from the test if they believe I might endanger myself or be an endangerment to others. Initial Other I understand that my participation in the Physical Assessment Test is entirely voluntary and that I may stop participating in the Physical Assessment Test at any time. Initial In signing below, I hereby certify and declare that I fully understand and agree to the foregoing terms, conditions, and declarations. PRINT NAME **SIGNATURE** Subscribed and Sworn to before me this Day of

NOTARY PUBLIC

Seaside Park Police Department Class I Physical Assessment Test