

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF _____)

**COMPREHENSIVE WAIVER, ACKNOWLEDGMENT
AND AGREEMENT**

**ASSUMPTION OF RISK OR INJURY OR DAMAGE,
WAIVER, RELEASE OF CLAIMS AND INDEMNITY AGREEMENT**

There are a number of instances where there is potential for serious injury or death during the Twelve Week Basic Training Course, these include, but are not limited to, the Emergency Vehicle Operation Course; the Firearms Training; and the Physical Fitness Training;

IN CONSIDERATION of being permitted to attend, observe or in any way participate in the Twelve Week Basic Training Course, conducted by Law Enforcement Training, the Undersigned (hereinafter referred to as Releasor) for himself/herself and legal representatives, heirs and next of kins, and assigns of Releasor:

1. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the State of South Dakota, Law Enforcement Training, and all other instructors or employees participating in the Twelve Week Basic Training Course (hereinafter referred to as Releasees), from all liability to the undersigned, his/her personal or legal representatives, assigns, heirs and next of kin, from all claims, damages, and causes of action, or demands therefore, including claims for injuries to the person or property or the death of Releasor, that may arise from Releasor participation, observation, or attendance at the Twelve Week Basic Training Course, whether caused by the negligence of Releasees while the undersigned is in or upon the premises wherein said Twelve Week Basic Training Course is being conducted;
2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from any loss, liability, damage, or cost that may incur due to the presence of the Undersigned in or upon the premises wherein the Twelve Week Basic Training Course is being conducted and whether caused by the negligence of Releasees or otherwise; and
3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK** of bodily injury, death or property damage due to negligence of Releasees or otherwise while in or upon the premises wherein said Twelve Week Basic Training Course is being conducted.

The Undersigned hereby stipulates that he/she is aware of and assumes all risks involved in participating in or observing the Twelve Week Basic Training Course.

The Undersigned expressly agrees that the foregoing Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of South Dakota and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.

The Undersigned has read all the terms of this Instrument and understands that he/she is signing a complete release and bar to any claim resulting from his/her participation in attendance at, or observation of the Twelve Week Basic Training Course and further agrees that no oral representation, statements or inducements apart from the foregoing written agreement have been made.

FITNESS PROGRAM AGREEMENT

The Undersigned hereby agrees to participate in a series of procedures relative to completing a written medical/health history, taking a battery of exercise tests, and participating in a variety of physical activities. The purpose of the testing is to determine physical fitness, cardiovascular function, and health status. These activities include, but are not limited to, walking, running, weight training, and calisthenics exercise performed in either field or gymnasium settings.

The Undersigned acknowledges that there exists the possibility that certain detrimental physiological changes may occur during exercise and exercise testing. These changes could include, but are not limited to, heart related illness, abnormal heartbeats, abnormal blood pressure, and in rare instances, a heart attack. If abnormal changes were to occur, the staff has been trained to recognize symptoms and take appropriate action, including administering CPR and first aid.

I have read the above and understand that there are inherent risks associated with any physical activity. By affixing my signature hereto, I agree to assume the risks and recognize it is my responsibility to provide accurate and complete health/medical history information. Furthermore, it is my responsibility to monitor my individual physical performance during any activity.

In the event of a medical problem, I further recognize that any medical care that may be required is my personal financial responsibility.

REGULATIONS ACKNOWLEDGMENT

The Undersigned hereby acknowledges that I have been provided a copy of the Basic Law Enforcement Officer Student Handbook, that I have had adequate time to read and understand the contents thereof, that I have in fact read and studied the contents thereof and understand the same, and that I have no questions regarding any of the material therein. The Undersigned stipulates that any noncompliance may be grounds for, in Law Enforcement Training's discretion, automatic and immediate expulsion from the training program.

Dated this _____ day of _____, 20 _____

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF _____)

Signature

On this the _____ day of _____, 20 _____, before me, the undersigned, a notary public in and for the State of South Dakota, personally appeared _____ known to me to be the person whose name is subscribed to the within AGREEMENT, WAIVER and RELEASE, and acknowledged that _____ executed the same.

Subscribed and sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public

Commission Expires