

**City of Socorro Police Department
Citizens' Police Academy**

Release and Waiver of Liability and Indemnity Agreement

Certain individuals may choose to voluntarily participate in the Citizens' Police Academy ("Academy"), which is operated by the City of Socorro's ("City") Police Department ("Police Department").

IN CONSIDERATION of being allowed to participate in the Academy, I am executing and agreeing to this Release and Waiver of Liability and Indemnity Agreement (the "Agreement"), on behalf of myself, my personal representatives, heirs, assigns, and next of kin, hereby acknowledge, agree, represent, and warrant as follows:

1. **Voluntary.** My participation in the Academy is voluntary.

2. **No Workers Compensation.** I understand that I am not an employee of the City. I understand that I shall not receive any compensation of any kind during my attendance and participation in the Academy and the City is not obligated to pay and shall not pay any wages to me for time spent while participating in such Academy. I further understand that I am not covered by the City's workers' compensation policy during my participation in the Academy.

3. **Knowledge of Risk.** I understand that participation in the Academy involves physical activities (which include "ride alongs" and the use of equipment including firearms and vehicles) that include inherent risks, not limited to, death and serious injury (including by way of example only, gunshot wounds, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles) and property damage. These risks include the actions of third parties, including individuals engaging in criminal activities. I fully understand the high level of risk associated with my participation in the Academy.

4. **Release.** I hereby release the City (which includes Police Department), as well as its agents, officials, officers, employees, insurers, elected officials and other representatives (collectively, the "City Parties") from any and all claims, causes of action, suits, demands, actions, expenses, compensation, damages, medical expenses, costs, fees, lost income, personal injuries, pain and suffering, mental anguish, or loss of any kind, foreseen or unforeseen, which may hereafter accrue as a result of my participation in the Academy. **THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER THE LOSS IN QUESTION ARISES IN PART FROM ANY NEGLIGENT ACT OR OMISSION OF THE CITY PARTIES OR FROM STRICT LIABILITY OF ANY SUCH CITY PARTIES OR OTHERWISE.**

5. **Indemnity.** I hereby agree to indemnify and save and hold harmless the City Parties from any loss, liability, damage or cost (including but not limited to attorney fees) they may incur arising in connection with my participation in the Academy.
6. **Eliminate All Liability.** I understand that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and is intended to eliminate any liability of any kind as it relates to the City Parties arising from the Academy.
7. **General Provisions.**
 - 7.1 **Amendment.** This Agreement may not be amended except by a written agreement signed by me and City.
 - 7.2 **Severability.** If any provision in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Agreement.
 - 7.3 **Entire Agreement.** All existing agreements and contracts, both verbal and written between me and City as it relates to the Academy are superseded by this Agreement. This Agreement constitutes the entire agreement between me and City as it relates to the Academy.
 - 7.4 **No Assignment or Transfer.** This Agreement is personal and may not be assigned or otherwise transferred by me.
 - 7.5 **Applicable Law.** Texas law shall govern construction of this Agreement. Further, nothing in this Agreement shall constitute a waiver by the City of the defense of governmental immunity, or any other defense recognized by the courts of the State of Texas.
 - 7.6 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Agreement are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS AND FURTHER UNDERSTAND THAT I MAY BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

Name: _____

Signature: _____ Date: _____