

**MUNICIPAL POLICE TRAINING COMMITTEE RECRUIT OFFICER TRAINING
WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT
FOR FULL-TIME AND SELF SPONSORED STUDENT OFFICERS**

I, _____, in consideration of being permitted to participate in the Municipal Police Training Committee ("MPTC") Basic Training Program, hereby acknowledge and agree as follows:

1. I understand the nature of the activities I may perform while involved in the MPTC Basic Training Program (hereafter referred to as "police training") requires mental judgment and a high degree of physical fitness, agility, and dexterity, and that this may include strenuous exercise in varying environmental conditions, which requires physical fitness, strength, and stamina.
2. I understand that police training involves the risk of injury or death, and I voluntarily assume these risks.
3. I understand that the Commonwealth of Massachusetts, the MPTC, and the MPTC Academy will NOT provide medical or health insurance coverage to me during any aspect of my participation in the police training described herein. I hereby represent and warrant that I am and will be covered throughout the police training activity by a policy of accident and health insurance that provides coverage for injuries I may sustain in the course of my participation in the training program. I understand I will be required to show proof of insurance coverage prior to my participation in the police training program.
4. I understand that I am responsible for attending all safety training required by the class in which I am enrolled. I understand that I must abide by all the rules and policies set forth by the MPTC Academy. I understand that the rules and guidelines of the MPTC Basic Recruit Training Program are intended to protect me and other participants from harm, to protect property from damage, and to make my learning experience and the learning experience of other participants enjoyable. I understand that my failure to abide by the rules and policies may result in my being denied admission to or may result in my being dismissed from the training program.
5. I certify the information provided on my registration form submitted in connection with the police training program is true and accurate.
6. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the Commonwealth of Massachusetts, the Municipal Police Training Committee, the MPTC Academy, and their employees, agents, and representatives, from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs, including attorneys' fees, which arise out of, result from, occur during, or are connected in any manner with my intentional and/or negligent conduct during my participation in the police training program.
7. To the extent authorized by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the Commonwealth of Massachusetts, the Municipal Police Training Committee, the MPTC Academy, and their employees, agents, and representatives, from any and all liability, loss, damage or expense, including attorneys fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of, occur during, or are in any way connected with my intentional and/or negligent conduct during my participation in the police training program.
8. I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the Commonwealth of Massachusetts and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

CERTIFICATION BY APPLICANT: I, the above-mentioned Applicant agree to comply with all rules and regulations set forth by the Municipal Police Training Committee with regard to its training programs and understand that I may be subject to sanctions for infractions thereof, including possible notification of the department head and dismissal from training. Further, I certify that I am in good health, physically fit and agree that in the case of accident or illness, the MPTC training staff may take whatever actions are necessary to arrange for emergency medical services. I understand I am responsible for maintaining health care coverage throughout my participation in the training program. In the case of illness or injury resulting from training, all necessary medical expenses will lie solely on me, the Applicant, unless other arrangements have been made with my sponsoring agency. I affirm I have checked with my sponsoring agency to clarify medical coverage issues. Further, I agree that all issues of civil liability shall be determined in accordance with Massachusetts General Laws.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS TERMS, THAT BY SIGNING IT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS I MIGHT OTHERWISE HAVE, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Applicant's Signature

Today's Date