

MASSACHUSETTS MUNICIPAL POLICE TRAINING COMMITTEE
MPTC POLICE ACADEMY ENROLLMENT AND
WAIVER/RELEASE/INDEMNIFICATION AGREEMENT

This *MPTC Police Academy Enrollment and Waiver/Release/Indemnification Agreement* (“*Agreement*”) is entered into by and between the Appointed/Sponsored Candidate who signs this *Agreement*, their Appointing/Sponsoring Agency, AND the Massachusetts Municipal Police Training Committee (“MPTC”).

WHEREAS the Appointed/Sponsored Candidate (“Candidate”) wishes to pursue a career as a sworn law enforcement officer with a Massachusetts law enforcement agency defined in G.L. c. 6E, § 1 and will be subject to officer certification standards established by the Massachusetts Peace Officer Standards and Training (“POST”) Commission and the MPTC; and

WHEREAS to work as a sworn law enforcement officer with such an agency, the Candidate must become enrolled in and satisfactorily complete a prescribed course of study approved by the MPTC and taught at an MPTC-operated or MPTC-authorized police academy (“police academy”); and

WHEREAS the Candidate cannot become enrolled in a police academy unless they are appointed or sponsored by a law enforcement agency or, if authorized by the MPTC Committee, some other appointing authority; and

WHEREAS the Candidate’s Appointing/Sponsoring Agency (“Agency”) is willing to enroll the Candidate in a police academy on the condition that neither the Agency nor the MPTC will be liable for or subject to any claims, demands, actions, damages, costs, expenses, or liabilities whatsoever (except as agreed to or specified below) arising out of or in connection with the Candidate's police training; and

WHEREAS the MPTC is willing to enroll the Candidate in a police academy as a service to the Agency and the Candidate;

NOW, THEREFORE, in consideration of these promises and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Candidate, the Agency, and the MPTC agree as follows:

I. GENERAL TERMS AND CONDITIONS.

1) The following definitions shall apply:

Appointed Candidate. Someone a law enforcement agency has hired to become a law enforcement officer and who needs to be enrolled in a police academy.

Appointing Administrator. The head of the employing law enforcement agency.

Appointing Agency. The law enforcement agency enrolling an appointed candidate into a police academy.

Police Academy. Used interchangeably with *recruit officer course* (“ROC”), it describes an entry-level basic training program operated or authorized by the MPTC which has the prescribed course of study that a student officer must satisfactorily complete to be certified by POST and sworn-in as a law enforcement officer authorized to perform police duties and functions in Massachusetts.

Sponsored Candidate. Someone a law enforcement agency sponsors (but has not hired) to become a law enforcement officer and who needs to be enrolled in a police academy.

Sponsoring Administrator. The head of the sponsoring law enforcement agency.

Sponsoring Agency. The law enforcement agency enrolling a sponsored candidate into a police academy.

Student Officer. A person who is enrolled in a police academy and who, upon satisfactorily completing it, is eligible to be certified by POST and sworn-in as a law enforcement officer authorized to perform police duties and functions in Massachusetts.

- 2) This Agreement shall be construed under the laws of the Commonwealth of Massachusetts and all issues of civil liability shall be determined in accordance with Massachusetts General Laws. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 3) This Agreement shall be binding on the Candidate and the Candidate’s spouse, dependents, heirs, successors, assigns, personal representatives, and/or others acting or purporting to act on the Candidate’s behalf.

II. TERMS AND CONDITIONS APPLICABLE TO ALL CANDIDATES.

- 1) The Candidate understands that the physical training, testing, and skill assessment they will participate in during the admission process and (if successful) during the police academy (collectively, “police training”), can be physically and emotionally strenuous and takes place in varying environmental conditions. These activities require physical fitness, strength, stamina, agility, and dexterity, and mental rigor, acuity, and judgment. They may involve the risk of injury or death. The Candidate voluntarily assumes these risks.
- 2) The Candidate understands that the Commonwealth of Massachusetts, the MPTC, and the police academy (unless otherwise arranged) will NOT provide accident and health care insurance coverage to the Candidate for any aspect of their participation in police training. The Candidate shall ensure that throughout police training they have a valid policy of accident and health care insurance which provides coverage for illness and/or injuries they may sustain during the course of their police training. The Candidate understands that they will be required to show proof of insurance coverage prior to participating in police training.
- 3) The Candidate understands that they are responsible for attending all safety training required by the police academy to which they are enrolled and that they must abide by all the rules, regulations, policies, and procedures applicable to student officers at that police academy. The Candidate understands that these rules, regulations, policies, and procedures are intended to protect them and other participants from harm, preserve property from damage, and make the learning experience positive and safe for all student officers. The Candidate understands that

failure to abide by all applicable rules, regulations, policies, and procedures may result in being denied admission or being dismissed from the police academy.

- 4) To the full extent legally allowed, the Candidate, individually, and on behalf of the Candidate's spouse, dependents, heirs, successors, assigns, personal representatives, and/or others acting or purporting to act on the Candidate's behalf (Releasors), waives any and all claims, demands, actions, causes of action, lawsuits, or other means or methods of recovery against the Agency, the Commonwealth of Massachusetts, the MPTC, the police academy, and all of their employees, agents, and representatives ("Releasees"), and releases and forever discharges them from any and all damages, costs, expenses, attorneys' fees, interest, or liabilities of whatever kind or nature, legal or equitable, direct or indirect, third-party or derivative, known or unknown, that the Releasors have, may have had, or may in the future have against the Releasees which arise out of, occurred during, or were in any way connected with the Candidate's police training.
- 5) To the full extent legally allowed, the Releasors agree to indemnify, defend, and hold harmless the Releasees from any and all claims, demands, actions, causes of action, lawsuits, or other means or methods of recovery for damages, costs, expenses, attorneys' fees, interest, or liabilities of whatever kind or nature, legal or equitable, direct or indirect, third-party or derivative, known or unknown, that are or may be made against the Releasees which arise out of, occurred during, or were in any way connected with the Candidate's acts or omissions during police training.

III. SPECIAL TERMS AND CONDITIONS APPLICABLE TO SPONSORED CANDIDATES.

- 1) The Sponsored Candidate acknowledges and agrees that their enrollment in the police academy, including all police training related to it: (i) is happening solely at their request; (ii) is voluntary in all respects; (iii) is not assigned, ordered, or required by the Sponsoring Agency, the MPTC, or the police academy; (iv) is not within the scope of the Sponsored Candidate's duties or employment if they are a part-time police officer; and (v) is undertaken on their own time and not considered to be work or hours of work for purposes of federal or state wage laws and regulations.
- 2) The Sponsored Candidate acknowledges and agrees that they are not entitled to receive any wages or other compensation from the Sponsoring Agency, the MPTC, or the police academy for time spent doing police training, and waives and agrees not to file or pursue any claims or demands for such wages or other compensation, including reimbursement of expenses.
- 3) The Sponsored Candidate acknowledges and agrees that if they become injured or sick during or as a result of police training, they waive and agree not to file or pursue any claims or demands against the Sponsoring Agency, the MPTC, or the police academy for: (i) compensation or salary/wage continuation benefits, whether based on the common law or statutes, including but not limited to G.L. c. 41, § 111 F (injured on duty), G.L. c. 152 (workers' compensation), and G.L. c. 32, § 85H (injured on duty for part-time or similar officers); (ii) any and all medically-related costs and expenses, and; (iii) any and all death benefits.
- 4) The Sponsored Candidate agrees to hold harmless and indemnify the Sponsoring Agency, the MPTC, and the police academy from all losses, costs, and expenses (including but not limited to, attorneys fees), claims, demands, damages, actions and liability whatsoever arising out of or in connection with any breach of or noncompliance with this *Agreement*.

IV. CERTIFICATION BY CANDIDATE.

- 1) I represent and certify that all information in my *Application for Enrollment* is true and accurate.
- 2) I represent and certify that I will comply with all policies, procedures, rules, and regulations of the Agency, the MPTC, and the police academy that relate to my police training. I understand that I may be subject to sanctions for infractions thereof, including notice to my Appointing or Sponsoring Administrator and dismissal from the police academy.
- 3) I represent and certify that I am in good health and physically fit. I agree that in the event of illness or injury, the MPTC training staff may take whatever actions are necessary to arrange for emergency medical services.
- 4) I represent and certify that I have and will maintain accident and health care insurance coverage throughout my police training. I agree that in the event of illness or injury resulting from police training, all necessary medical expenses will lie solely with me, unless otherwise arranged.
- 5) I represent and certify that I have checked with my Agency to clarify medical coverage issues.

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

Appointed/Sponsored Candidate (sign)

Appointed/Sponsored Candidate (print name)

Appointing/Sponsoring Administrator (sign)

Appointing/Sponsoring Agency (print name)

Date