

Police Academy Waiver and Release
Effective 01/01/12
WAIVER AND RELEASE
FOR ATTENDING A MUNICIPAL POLICE TRAINING COMMITTEE
POLICE RECRUIT OFFICER TRAINING PROGRAM

Agreement between _____ ("the Candidate"), who is being sponsored by _____ ("*Sponsoring Police Department*") of Massachusetts, the _____ ("*Sponsoring Police Department*"), and the Commonwealth of Massachusetts Municipal Police Training Committee ("the Committee").

WHEREAS, the Candidate is interested in pursuing a career in policing and desires to attend a recruit training program ("Police Academy") offered or approved by the Committee in order to enhance the Candidate's knowledge, skills, and abilities in preparation for a career in policing; and

WHEREAS, the Candidate will not be able to attend a fulltime Police Academy unless the Candidate is sponsored by a municipal or University of Massachusetts police chief or the Massachusetts Environmental Police Colonel and will not be able to attend a reserve/intermittent recruit training program unless the Candidate is sponsored by the chief or administrator of a Commonwealth of Massachusetts law enforcement agency; and

WHEREAS, the *Sponsoring Police Department* is willing to sponsor the Candidate for the Police Academy on the condition that neither the *Sponsoring Police Department* nor the Committee will be liable for or subject to any costs, expenses, liabilities, claims, demands, or actions whatsoever arising out of or in connection with Candidate's enrollment in the Police Academy; and

WHEREAS, the Committee is willing to enroll the Candidate in a Police Academy as a service to the Candidate and the *Sponsoring Police Department* ;
 NOW, THEREFORE, in consideration of these promises and agreements and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the *Sponsoring Police Department*, the Committee and the Candidate agree as follows:

- 1 The *Sponsoring Police Department* will, at the request of the Candidate and subject to this Agreement, sponsor the Candidate for enrollment in the next available Committee-approved Police Academy.
- 2 The Candidate acknowledges and agrees that his/her enrollment at the Policy Academy, including all activities arising out of or connected therewith (herein collectively referred to as "Training") is (i) solely at his/her request; (ii) voluntary in all respects; (iii) not assigned, ordered, or required by the *Sponsoring Police Department* or the Committee; (iv) not required by or within the scope of his/her duties or employment as a part-time police officer; and (v) undertaken during his/her own time and not considered to be work or hours of work for purposes of federal or state wage laws and regulations.
- 3 In the event the Candidate becomes injured or sick during or as a result of the Training, the Candidate waives and agrees not to file or pursue against the *Sponsoring Police Department* or the Committee any claims or demands 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 Law), 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 Candidate acknowledges and agrees that the Candidate is not entitled to receive any wages or other compensation whatsoever from the *Sponsoring Police Department* or the Committee for the time spent during Training, and the Candidate waives and agrees not to file or pursue against the *Sponsoring Police Department* or the Committee any claims or demands for such wages or compensation or for reimbursement of expenses.
- 5 The Candidate warrants, represents and certifies that he/she has and will maintain in full force and effect medical insurance coverage, in an amount satisfactory to the *Sponsoring Police Department* and the Committee, to cover medically-related costs and expenses incurred by the Candidate as a result of the Training. The Candidate shall provide certificates of such insurance to the *Sponsoring Police Department* and to the Committee and/or their designees prior to the commencement of training.
- 6 The Candidate acknowledges that the Training is physically demanding and contains inherent risks of serious injury and that the Candidate assumes all risks of harm and damage associated therewith.
- 7 The Candidate agrees to hold harmless and indemnify the *Sponsoring Police Department* and the Committee from all loss, cost, and expense (including but not limited to, attorneys fees), claims, demands, damages, actions and liability whatsoever arising out of or in connection with the Training or his/her breach of or noncompliance with this Agreement.
- 8 The terms "*Sponsoring Police Department*" and "Committee" as used herein shall include their respective officials, officers, servants, employees, and staff.
- 9 If any provision of this Agreement is determined to be invalid or unenforceable, the remaining

provisions shall remain in full force and effect.

10 The Candidate intends that this Agreement shall also be binding upon his/her heirs, successors and assigns.

**BY SIGNING BELOW, I CERTIFY THAT I HAVE READ, UNDERSTAND, AND
AGREE TO
THE TERMS OF THIS AGREEMENT.**

EXECUTED as a sealed instrument this ____ day of _____.

NAME OF THE *SPONSORING POLICE DEPARTMENT*: _____

For the *Sponsoring Police Department*:

Name printed

Signature of Department Administrator

(Rank/Title)

The Candidate:

Signature Candidate's

name printed

COMMONWEALTH OF MASSACHUSETTS

_____ SS.

Date: _____

On this _____ day of, _____ 20____, before me, the undersigned

notary public _____ personally appeared the Candidate

_____ who proved to me through satisfactory evidence

of identification, which was my personal knowledge of said individual, to be the person

whose name is signed on the preceding or attached document, and acknowledged to me

that he/she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: _____

**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 attorney's 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.

Applicants Signature

Today's Date: _____