



Citizen Academy
Waiver of Claims and Release of Liability Agreement

1. I have asked the City of South St. Paul/West St. Paul Police Department for permission to be a participant in the Citizen Academy. My participation is voluntary. No one is forcing me to participate. I acknowledge the Citizen Academy is not an essential service provided by the City. As a participant in the Citizen Academy, I will handle city equipment, visit city facilities, ride as a passenger in a City vehicle and will observe the City personnel inside a City vehicle and while at the scene of any incident to which City personnel has responded.
2. I understand that voluntarily participating in the Citizen Academy may be dangerous because of the multiple hazards encountered by public safety personnel. Such hazards include but are not limited to: accidents involving a City vehicle, injury from bystanders or traffic; negligent or intentional tortuous acts by third persons; exposure to severe weather conditions; exposure to communicable and/or infectious diseases; and various accidents during the routine operations of the City department. I understand that the City is not a guardian of my safety.
3. I personally assume all risks in connection with participating in the Citizen Academy. I release the City and its employees, officials, volunteers and agents for any injury or damage sustained by me while participating in the Citizen Academy, including all risks connected therewith, whether foreseen or unforeseen.
4. In consideration of being allowed to participate in the Citizen Academy, I waive any and all rights of action against the City and its employees, officials, volunteers and agents for any injury or damage that I might suffer while participating in the Citizen Academy. This waiver does not waive liability for any injuries or damages that I obtain as the result of willful, wanton or intentional misconduct by any person acting on behalf of the City.
5. I agree to indemnify and hold harmless the City and its employees, officials, volunteers and agents against any and all claims, demands, damages, costs, or expenses, including reasonable attorney's fees, for any and all loss, damage or liability, which I may sustain as a consequence of my actions or conduct.
6. I have fully informed myself of the contents of this Waiver of Claims and Release of Liability by reading it before I have signed it. I have had the opportunity to ask any and all questions regarding this Waiver of Claims and Release of Liability and its effect. I understand the terms herein are contractual and not a mere recital and that I have signed this document as my own free act and agree to be bound by its terms.

It is my express intent that this Waiver of Claims and Release of Liability shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.