

CITY OF JACKSON, MISSOURI
AGILITY TEST
RELEASE OF CLAIMS AND WAIVER OF LIABILITY

In consideration for potential employment by the City of Jackson, Missouri, ("City"), the undersigned does hereby make the following representations and acknowledgements:

1. As part of the employment application process, a physical agility test will be required.

I acknowledge that the test will involve running, lifting, climbing, carrying, exercising, and other physical activities. Regardless of my physical condition, I also acknowledge that there are risks of injury involved in taking this agility test. I further acknowledge that if I am not in good physical condition, or if I have preexisting injuries, diseases, or physical conditions which may be aggravated by this test, that I am placing myself at risk.

2. I agree that when participating in the agility test, I am not an agent, servant or employee of the City and therefore, I acknowledge that I will not be covered by any worker's compensation, death or disability benefits of the City.

3. I hereby release, discharge and covenant not to sue (and relinquish my rights to sue) the City, its officers, agents, employees, attorneys, and successors and assigns from and with respect to any and all liability, claims, demands, actions, suits, rights and/or cause of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the negligence of the City in part, that may arise from my participation in a physical agility test including, without limitation, any damage to property or bodily and/or personal injury in connection therewith. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to

provide that a general release shall not extend to claims, material or otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am hereby releasing any and all unknown future claims.

4. To the fullest extent permitted by law, I agree to indemnify, defend and hold harmless the City, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the use of City's facilities, buildings, equipment or infrastructure under this Agreement involving an injury or death of a person, or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of myself, in participation of the agility test, regardless of whether caused in part or by the negligence or wrongdoing of City and any of its agents or employees.

Date

Signature

Printed Name

Address
