

WAIVER AND RELEASE

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights.

In consideration for participation in Active Shooter Training (“Training”) presented by the City of Jackson, Missouri (the “City”) through the Jackson Police Department to be held on or about _____, 20__ at _____, the undersigned hereby agrees to the following Waiver and Release:

I acknowledge that participating in the Training has inherent dangers, risks and hazards that cannot be eliminated. I further understand that this activity may require good physical conditioning and a degree of skill and knowledge. I understand and agree that I have the good physical conditioning and the degree of skill and knowledge necessary to engage in this activity safely.

To the fullest extent permitted by law, the undersigned hereby releases and agrees to indemnify, defend, and hold harmless the City of Jackson, its officers, agents, volunteers, 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 Training provided under this Waiver and Release involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury 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 the undersigned, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the undersigned or anyone for whose acts the undersigned may be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its officers, agents, volunteers, or employees. Nothing herein shall be deemed to permit a cause of action against the City for damages or is deemed a waiver of the City’s sovereign immunity relative to any claim against the City.

If any provision of this Waiver and Release is or becomes invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions contained herein shall not be affected thereby, and this Waiver and Release shall be construed, and its provisions fully enforced in all respects, as if such invalid or unenforceable provision were omitted.

I ACKNOWLEDGE THAT I UNDERSTAND THE LEGAL CONSEQUENCES OF THIS WAIVER AND RELEASE, AND THAT I HAVE BEEN AFFORDED THE OPPORTUNITY TO HAVE MY OWN ATTORNEY REVIEW THIS WAIVER AND RELEASE BEFORE I SIGN IT, AND THAT THIS IS A LEGALLY VALID AND BINDING AGREEMENT MADE WITH FULL AND ADEQUATE CONSIDERATION.

Date

Signature

Print Name