

**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: _____