



## SAN DIEGO COUNTY SHERIFF'S DEPARTMENT



# VOLUNTARY INDIVIDUAL PHYSICAL ASSESSMENT AND PRACTICE SESSIONS WAIVER AND RELEASE OF LIABILITY

The San Diego County Sheriff's Individual Physical Assessment and Practice Sessions involve tasks which involve physical exertion. If you have not regularly participated in anaerobic/aerobic activity prior to this event, or you believe you cannot perform the tasks as demonstrated, DO NOT PARTICIPATE. If you participate and you feel weak, or believe you suffered injury, stop your activity and notify a deputy or officer.

### WAIVER AND RELEASE OF LIABILITY

I hereby request to participate in the San Diego County Sheriff's Individual Physical Assessment Practice Sessions. ("Practice Sessions"), I acknowledge and fully understand that I am voluntarily engaging in activities which may involve risk of injury, permanent disability and/or death. I further acknowledge that participation in the Practice Sessions is not mandatory, nor is it a condition of employment. I agree that participation in the Practice Sessions is solely for my benefit, in order to help me prepare for the physical demands of attending a public safety academy. I have been advised that I should consult my doctor if I have any concerns whatsoever regarding my ability to safely participate in these Practice Sessions, and I have either consulted with my doctor who has approved my participation or I have declined to consult my doctor because I am confident my health status permits me to safely participate. There is no health condition or physical limitation which prevents me from safely participating.

In exchange for the opportunity to participate in the Practice Sessions, I hereby waive any claim for any injury and/or medical emergency which may either directly or indirectly result from my participating in any part of the Practice Sessions. I also agree for that same consideration, to hold the San Diego County Sheriff's Office, the County of San Diego, and all employees, agents, other participants, and if applicable, owners, and lessors of premises used to conduct the event, free and harmless from all liability and responsibility of any kind whatsoever for any injury, harm or damage which I may directly or indirectly sustain as a result of my participating in the Practice Sessions. This waiver and release is understood to be binding on me and my heirs without reservation.

I understand the effect of signing this waiver and release and ask that I be allowed to participate in the Practice Sessions. I agree to immediately cease my participation in the agility exams if at any time I believe I am not able to safely participate in the Practice Sessions.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact and Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_ Background Detective: \_\_\_\_\_



## SAN DIEGO COUNTY SHERIFF'S DEPARTMENT



### SAN DIEGO SHERIFF'S PHYSICAL AGILITY TEST SESSION, WAIVER AND RELEASE OF LIABILITY

The Sheriff's Physical Agility test involves tasks which require strenuous physical exertion to complete. If you have not participated in any anaerobic activity within the last four to six months, or have any reason to believe that you cannot perform strenuous exercise, **do not participate in this test**. If, while participating in the test, you feel weak or feel you have hurt yourself, stop and tell the recruiter what has happened.

In consideration of being allowed to participate in the Sheriff's Physical Agility Test Session I,

1. Acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, including permanent injury and death, and severe social and economic losses which might result not only from my own actions, inactions, or negligence but the actions, inactions, or negligence of others, the rules of play, or the condition of the premises or of any equipment used; further, that there may be other risks not known to me or not reasonably foreseeable at this time.
2. Assume all the foregoing risks and accept personal responsibility for the damages of following such injury, permanent disability, or death.
3. If a current Sheriff's employee, I verify that I am here on my own time. \_\_\_\_\_ (Initial)
4. Release, waive, discharge, and covenant not to sue the County of San Diego, its respective administrators, directors, agents, coaches, and other employees of the organization, other participants, and if applicable, owners and leasers of premises used to conduct the events, all of which are hereinafter referred to as "releasee" from any and all liability to me, my heirs, and the next of kin for any and all claims, demands, losses, or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence or the releasee or otherwise.

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE, UNDERSTANDS THAT HE OR SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGNS IT VOLUNTARILY.

\_\_\_\_\_  
**Assigned Background Detective**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date