



**RELEASE, ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF PERSONAL RESPONSIBILITY AND INDEMNITY**

I understand that during my participation in the Citizens' Academy, I may be exposed to risk or possible injury. I understand that I assume the risk for any injuries or damages resulting from my participation in this academy.

I agree that in using the facilities or equipment and while I am on or in property under the direction or control of the Atherton Police Department, I do so voluntarily and at my own risk.

I have accepted responsibility to verify with my physician that I have no physical or psychological problems that would prohibit my participation in the activity, and agree to comply with the instructions and directions of the Atherton Police Department, Officers, agents, volunteers and/or employees as participants in this activity.

I \_\_\_\_\_ do hereby exempt and release the Town of Atherton its directors, officers, employees, volunteers and agents, from any and all liability, claims, demands or actions whatsoever arising out of any damage, loss or injury that I might sustain while participating in the academy, whether or not such damage, loss or injury results from the acts or omissions of the Town of Atherton and the Atherton Police Department, its directors, officers, employees, volunteers or agents. I understand that if I do not sign this Release, then I will not be permitted to participate in the academy. I hereby represent that I am 21 years of age or older.

I \_\_\_\_\_, further agree to indemnify, hold harmless and defend the Town of Atherton and Atherton Police Department from any claim, cause of action or demand, of any sort or nature, which may at any time be filed or asserted by myself, participation in the academy which indemnification shall include any costs and attorneys' fees that may be incurred by the Town of Atherton as a result of any claims, causes of action or demands. This release is valid and effective whether the damage, loss or injury is a result of any act or omission on the part of the Town of Atherton and the Atherton Police Department or its agents, volunteers, or employees. I understand that I voluntarily give up my right to sue the above-mentioned parties.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF TO BRING LEGAL ACTION OR ASSERT CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST THE TOWN OF ATHERTON AND THE ATHERTON POLICE DEPARTMENT. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY THE TOWN OF ATHERTON.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ABOVE, BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS, CONSIDER ITS EFFECTS, UNDERSTAND THIS ENTIRE DOCUMENT AND AGREE TO BE BOUND BY ITS TERMS.

\_\_\_\_\_  
Printed Name/Signature

\_\_\_\_\_  
Date