RELEASE, WAIVER, INDEMNITY AND HOLD HARMLESS CERTIFICATION California Highway Patrol Application Preparation Program Physical Fitness Component

For the purpose of this certification, "Application Preparation Program Organizers" is defined to mean the State of California, the Department of California Highway Patrol (CHP), and the appointees, officers, employees, and agents of these entities.

Please Read Carefully

Consultation with a medical doctor is always recommended before engaging in strenuous physical activity.

I attest that I have no known physical or mental impairments, and have not used any form of alcohol or drugs (prescription or non-prescription), that could jeopardize my safety, or the safety of others, during my participation in the physical fitness component of the Application Preparation Program (APP).

I understand that my participation in the APP physical fitness component may expose me to injury, loss, and/or damage. Such losses may be caused by my own negligence and/or the negligence of others (including, but not limited to, other APP participants, the APP Organizers, and members of the public).

I understand that I am not an employee of CHP.

I understand that the CHP is providing assistance and coordinating resources, equipment, and/or a site to prepare me for the Physical Fitness Evaluation, the Physical Abilities Test, and the physical fitness portion of CHP Academy training. CHP's purpose is to prepare me for success during the hiring process for the CHP Academy. In consideration of this benefit, <u>I agree as follows</u>:

Assumption of Risk. I am fully aware of the risk inherent in participating in this program. I accept and assume full responsibility for all risks of harm and/or loss (foreseeable and unforeseeable) that I may sustain during this program.

Waiver and Release. I agree to release and hold harmless the APP Organizers from any and all liability for any loss and/or harm that I may sustain during this program. I agree that if I sustain any loss and/or harm during this program, the APP Organizers are not responsible for providing me with any form of financial assistance (e.g., medical benefits, insurance).

Indemnification. I agree to fully indemnify and hold harmless the APP Organizers to the extent my negligent or intentional acts or omissions during participation in the program cause the APP Organizers to incur any loss, liability, damage, or costs (including reasonable attorney's fees).

Signature Page

I certify that I have carefully reviewed this 'Release, Waiver, Indemnity and Hold Harmless Certification.' I have had the opportunity to ask questions and to seek legal advice about this certification, I understand its terms and meaning, and my agreement to its terms is voluntary. I agree that this certification shall bind my family members (to include my spouse), personal representatives, heirs, successors, and assigns.

(Please Print) Name of Participant

Signature of Participant

Phone Number

Email Address

Date