

MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN PARTIES AND AGENCIES

ACKNOWLEDGMENT OF ASSUMPTION OF RECOGNIZED RISKS AND RELEASE FROM RESPONSIBILITY FOR ANY AND ALL LOSSES OF ANY KIND OR FOR ANY PERSONAL INJURIES OR DEATHS INCURRED WHILE ON SITE OR PARTICIPATING IN INHERENTLY DANGEROUS ACTIVITIES RELATED TO LAW ENFORCEMENT AND CORRECTIONS TRAINING AND RELATED ACTIVITIES

This Memorandum of Understanding and Agreement between the parties and agencies named herein concern the need for and creation of this document, as well as the extent of the relationship between the parties. The Chatham County Sheriffs Office is hereinafter referred to as the Host Agency and is represented herein by Sheriff John T. Wilcher or his appointed designee.

is hereinafter known as the Guest Agency who jointly with their respective employee, is petitioning the host agency to receive law enforcement or corrections training by the Host Agency and is represented herein by _____

The Individual Trainee whose full name is listed herein represents himself and his legal heirs and assigns, attests that he/she is an employee of the Guest Agency and who together with the Guest Agency is petitioning the Host Agency to receive training.

DOB _____ and SSN _____
who is presently a resident of the state of, _____ and resides
in the City of _____, County of _____
State of _____.

Acknowledgment of Likely Risks, Dangers and Hazards

The parties and agencies herein constitute this agreement with a basic and universal understanding, recognition and acceptance, that Law Enforcement and Corrections duties and functions are inherently dangerous undertakings by their very nature. Each year many law enforcement and corrections officers are killed and injured in the line of duty while undergoing training and/or while performing various law enforcement duties. Field training exercises performed to equate or simulate real life situations, together with actual non-simulated field search and arrest situations performed to hone the skills of the officer trainees are certain to expose exercise participants to real life threatening hazards and dangers.

Team Commitment to Act Reasonably and Safely

In furtherance of an effort to create a safety margin by reducing unnecessary hazards during training exercises, each participant must agree to act at all times in a reasonable and

cautious manner so as to protect themselves and others on scene from personal injury or death due to dangers and hazards they are certain to encounter during the course of training. Participants may refuse to undertake any duty, function, or activity that they feel would be unreasonably dangerous or where they perceive an exposure to an unnecessary danger.

Duty of Trainees to Obey and Follow Orders

Trainees must agree to obey and to follow the reasonable commands and orders of the instructors of the Host Agency at all times and understand and agree that they may be excluded from the course of training and asked to leave the facility should they fail or refuse to follow reasonable instructions, or should they fail to govern themselves in a reasonable and responsible manner.

Officer Trainee on Duty for Training Purposes

The Guest Agency and the Individual Trainee hereby certify with their respective signatures and by entering into this memorandum of understanding, that the Individual Trainee is covered under a state recognized and approved Workers Compensation Program provided by the Guest Agency and that the Individual Trainee undergoing training is considered by the Guest Agency and the Individual Trainee to be on duty for the purposes of Worker's Compensation issues during all periods of training instruction while attending the course of training at this facility.

Right to Exclude or Eject Trainees

The Host Agency reserves the right to exclude or eject any trainee from the course at any time for any reason with or without cause. Such right shall not be subject to appeal.

No Duty to Protect from Harm

It is mutually understood and agreed upon by all parties and agencies, that the Host Agency herein together with the Sheriff of Chatham County and the Deputies and employees of the Chatham County Sheriff's Department as well as employees or agents of the Georgia Department of Public Safety-Georgia State Patrol, have no duty to protect any persons visiting or attending training at its facility whether they be participating in an approved activity or not at the time of injury, death or loss.

Assumption of Risk and Waiver of Liability or Responsibility in Return for Training Opportunity

In consideration for being permitted to enter into the Chatham County Sheriff's Department grounds as well as the K-9 Training Facility, and/or in consideration of being permitted to participate in training activities, which include, but are not limited to, using firearms, canines, vehicles, or other training equipment and/or devices, the Guest Agency and the Individual Trainee named herein agrees to personally assume all risks for loss, injury or death related to any cause or causes while undergoing training or attending training events sanctioned

or sponsored by the Host Agency. The Individual Trainee for themselves, his/her spouse, legal representative, heirs and assigns, agrees to release and does hereby release from all claims of loss, death, or injury Chatham County Government and its agents and employees, the Commissioners of Chatham County and their agents and employees, Sheriff John T. Wilcher and his lawful successors in office, as well as the staff and employees of the Chatham County Sheriffs Department, the State of Georgia, Georgia Department of Public Safety-Georgia State Patrol and its officers, employees or agents.

Indemnification

The releasor Guest Agency and Individual Trainee agree to indemnify the releasees (Host Agency et. al) and each of them from any loss, liability, damage or cost that may incur due to the presence of the releasor in or upon the training areas, whether caused by negligence of the releasees or otherwise.

Broad Interpretation

Releasor(s) Guest Agency and Individual Trainee, expressly agree(s) that this release, waiver, indemnification agreement, acknowledgment and assumption of risk is intended to be broad, inclusive, and comprehensive as permitted by the laws of the State of Georgia, and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. It is further agreed by all parties that any interpretation must be within accordance to the laws of the State of Georgia, and venue and jurisdiction lies in Chatham County Georgia for all purposes.

This memorandum of understanding is executed and agreed upon by all parties on this the _____ day of _____ 200_____

Chatham County Sheriff s Office
Host Agency

Host Agency Representative

Guest Agency

Guest Agency Representative

Individual Trainee Name Printed

Individual Trainee Signature