

El Paso Police Department

Citizen Police Academy Program

WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT I, the undersigned _____, for and in the sole consideration of the privilege of being a participant in the Citizen Police Academy of the City of El Paso, and being allowed use of City of El Paso property, equipment and service, including but not limited to, ride-alongs, handguns and the firing range, and recognizing that such activity involves certain inherent risks and dangers to my property and person, to include property damage and/or physical injury, do hereby agree to assume the risks attendant to all activities associated with participation in the Citizen Police Academy of the City of El Paso, including but not limited to: property damage and/or personal injury collisions on either public streets or private property; property damage and/or personal injury to me as a result of the acts of others associated with any and all Citizen Police Academy activities; property damage and/or personal injury to City of El Paso property or employees or any third persons resulting from Citizen Police Academy activities; property damage and/or personal injury to me resulting from the acts of third parties whether caused by errors, omissions or negligent acts of said third parties or myself; property damage and/or personal injury to me resulting from my own errors, omissions or negligent acts; property damage and/or personal injury to others resulting from my own errors, omissions or negligent acts.

I hereby waive all claims, release, defend and hold harmless the City of El Paso and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims suits, demands, expenses of litigation, or causes of action which may arise by reason of injury/death to persons or loss of, damage to, or loss of use of any property occasioned by error, omission, or negligent act of myself or any other persons with regard to their Agreement and I will at my own cost and expense defend and protect the City of El Paso against any and all such claims and demands.

It is further agreed that the execution of this "Waiver of Liability, Release and Hold Harmless Agreement" will not constitute a waiver by the City of El Paso of the defense of governmental immunity where applicable, or any other defense recognized by the courts of the State of Texas.

This "Waiver of Liability, Release and Hold Harmless Agreement" shall be binding upon me, my heirs and assigns.

Signature

Date