Last Name: ------------First Name: -------------Ml:

# Official Waiver of Liability and Release of All Claims RCSO Physical Assessment for Safe Participation

**Instructions: Please read this form carefully and completely. Then sign and date the form at the bottom.**

I understand that a detailed description of the Physical Assessment and or Physical Agility Test is available upon request and detailed within the Rogers County Sheriff’s Office Application, and I am aware of what this test entails. I further declare and represent that I am now in good health , that I am familiar with and understand the nature of the Physical Assessment for Safe Participation Test and or Fit for Duty; that I am physically and medically fit to participate in the test; and that my personal attire is safe and fit for participation in the test. I personally assume any and all risks of injury with respect to all matters pertaining to my participation in the test, including death, damage, or loss which I may sustain as a result of participating in any activities associated with the test and or training.

I hereby consent and agree to all of the following terms and conditions.

**Acknowledgment of Risk** As a participant in the Physical Assessment for Safe Participation Test, and or Fit for Duty evaluation, I recognize and acknowledge that there are certain risks of physical injury. I agree to assume the full risk of any injury, including death, damage or loss which I may sustain as a result of participating in any and all activities connected with or associated with the test.

**Waiver of Liability and Release of All Claims** I do hereby for myself , heirs, executors and administrators , and other parties claiming under or through me, fully waive, relinquish, release, and forever quit-claim and discharge RCSO and all its elected officials, trainers, officers, agents, employees, servants, monitors, and examiners from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related in any way to any loss, damage, or injury (including death) that may be sustained by me while participating in the Physical Assessment for Safe Participation Test, Fit for Duty evaluation, or upon the premises where the test is being conducted, whether the loss, damage, injury, or death results from the negligence of RCSO or its officials, trainers, officers, agents, employees, servants, monitors, or examiners, or is otherwise caused.

**Indemnity and Defense** I do hereby agree, for myself, heirs, executors, and administrators , and other parties claiming under or through me, to indemnify and hold harmless and defend RCSO and its officials, trainers, officers, agents, employees, servants, monitors, and examiners from any and all claims, suits or demands, actions, or causes of action whatsoever arising out of or related in any way to loss, damage, or injury (including death) that may be sustained by me while participating in the Physical Assessment for Safe Participation Test, Fit for Duty evaluation or upon the premises where the test is being conducted.

**Other** I understand that the test administration staff may remove me from the test if they believe I might endanger myself or be a danger to others.

I hereby certify and declare that I have read all of the foregoing terms, conditions, and declarations, and I fully understand and agree to them.

Signature Date

Printed Name

RCSO Physical Assessment for Safe Participation Revised May 2018