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OPOTC STUDENT WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Due to the physical nature of the course(s) offered, you are hereby advised of the following: The Ohio Peace Officer Training Commission ("OPOTC") will provide instruction in the course under competent instructors and assumes no responsibility other than the opportunity to learn under supervision. The OPOTC, the Office of the Attorney General, and the State of Ohio are hereby relieved of all liability. Some risks are inherent in the nature of the training courses and cannot be eliminated or reduced. These inherent and other risks, hazards, and dangers can cause physical or emotional injury, disability or death. **You, the participant, understand and agree, by your signature below, that you are participating in this training course at your own risk**.

Therefore, prior to granting you permission to attend, you must acknowledge the following:

1. A medical examination and physician approval was obtained and submitted prior to enrollment.
2. I acknowledge that the training involves a degree of physical exercise and physical contact and therefore does involve a risk of injury to me.
3. I acknowledge that I will have to endure some degree of discomfort or pain during the application, instruction or demonstration of certain techniques and/or certain practice sessions.
4. I acknowledge that I do not have any of the following conditions: pregnancy**,** suffer from a chronic/acute problem of the neck, back, wrist, knee, heart or muscular system, or other medical conditions such as stress disorder, hypertension (high blood pressure), hip bursitis or other injuries, illnesses, disabilities or conditions which could be made worse by participation or otherwise cause me harm during this training.
5. Should I develop any illness, injury, condition, or be diagnosed with a disability or condition, as described previously, during the course of the training program, I shall promptly notify my commander, instructors, and school and resubmit to a medical examination and obtain physician approval to continue participation in said training.
6. I am in good physical and mental health.
7. I agree to abide by the course safety rules and instructions given by the instructors.
8. I agree that my being certified in this training is based on my passing all applicable tests.

In consideration of OPOTC permitting my participation in the training class, I hereby agree as follows:

1. I accept all risks that may be associated with this training, having read and understood the above statements.
2. To waive any and all claims that I may have against the commander and instructors of the school, the Office of the Attorney General of Ohio, "OPOTC"- its director, instructors, all state training agencies and related personnel, and the State Of Ohio, (all of whom are hereinafter referred to as the Releasees); of and from any and all liability claims or demands for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred while participating in the above referenced program or in any medical procedure arising out of or related to my participation in such program, including but not limited to any training conducted at the school and at any and all state training locations from any cause whatsoever, including negligence.
3. To release the Releasees from any and all liability I further agree to indemnify the Releasees from any loss, liability, damage, or cost, including reasonable attorneys fees, that may occur due to my participation in the above referenced program or in any medical procedure arising out of or related to my participation in such program, whether or not such loss, liability, damage, or cost results from the negligence or other action, except intentional acts, of any of the Releasees or any third party.
4. That this release of liability shall be effective and binding upon my heirs, next of kin executors, administrators and assigns in the event of my death.

I have carefully read this agreement and fully understand its contents. I am aware that the agreement contains a waiver of liability, an assumption of risk, and an agreement by me to release and indemnify the Releasees, and I sign it of my own free will and volition.

Student Signature: _____ Student Name (Print): _____ Date: _____
(Include Middle Initial)

Witness Signature: _____ Witness Name (Print): _____ Date: _____

School Name: _____ School Number: _____