



## OPOTC Student Waiver of Liability & Indemnity Agreement

### I understand the following:

The Ohio Peace Officer Training Commission (OPOTC) provides class curriculum and assumes no responsibility other than the opportunity to learn under supervision. OPOTC, the Attorney General's Office, the State of Ohio, and its employees and agents 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. **I understand and agree, as evidenced by my signature below, that I am participating in this training course at my own risk.**

### Therefore, prior to attending the class, I acknowledge the following:

1. I understand that the training involves a degree of physical exercise and physical contact, which involves a risk of injury to me.
2. 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.
3. I do not have any of the following conditions: pregnancy, chronic/acute problems 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.
4. If I develop or am diagnosed with any such illness, injury, condition, disability, or condition during the course of the training program, I shall promptly notify my commander, instructors, and school.
5. I am in good physical and mental health.
6. I agree to abide by the course safety rules and instructions given by the instructors.
7. I agree that to receive a certificate for this training I must pass **ALL** applicable tests.
8. I certify that I am lawfully permitted to possess and use a firearm under both Ohio and Federal law. I am not under a weapons disability pursuant to section 2923.13 of the Revised Code or 18 U.S.C. §922(g). Additionally, I have not been found incompetent to stand trial, not guilty by reason of insanity, or unfit to stand trial pursuant to articles 50a and 76b of the Uniform Code of Military Justice.

### In consideration of OPOTC allowing me to participate in the training class, I hereby agree to the following:

1. Having read and understood the above statements, I accept all risks that may be associated with this training.
2. I waive any and all claims that I may have against OPOTC, the Attorney General's Office, the State of Ohio, and its employees and agents, including but not limited to 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 any claims or demands based upon negligence.
3. I release OPOTC, the Attorney General's Office, the State of Ohio, and its employees and agents, from any and all liability, and I further agree to indemnify the OPOTC, the Attorney General's Office, the State of Ohio, and its employees and agents, from any loss, liability, damage, or cost, including reasonable attorney's 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.
4. I understand and intend 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 OPOTC, the Attorney General's Office, the State of Ohio, and its employees and agents and I sign it of my own free will and volition.**

Student Signature: \_\_\_\_\_ Printed Name (including middle): \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Printed Name of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

School Name: \_\_\_\_\_