



**WAIVER AND RELEASE FOR ATTENDING AN ACADEMY
(Trainee)**

Agreement between _____ (“the Trainee”) and Richland Community College (“the College”).

WHEREAS, the Trainee is interested in pursuing a career in criminal justice and desires to attend a certified basic corrections or law enforcement academy (“the Academy”) operated by the College at the Macon County Law Enforcement Training Center in order to enhance the Trainee’s knowledge, skills, and abilities in preparation for a career in criminal justice and state certification; and

WHEREAS, the Academy is being operated by the College on the condition that the College will not be liable for or subject to any costs, expenses, liabilities, claims, demands, or actions whatsoever arising out of or in connection with the Trainee’s enrollment in the Academy; and

WHEREAS, the College is willing to enroll the Trainee in the Academy as a service to the Student;

NOW THEREFORE, in consideration of these promises and agreements and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the College and the Trainee agree as follows:

1. The Trainee acknowledges and agrees that his/her enrollment at the Academy, including all activities arising out of or connected therewith (herein collectively referred to as “Training”) is (i) solely at his/her request; (ii) voluntary in all respects; (iii) not assigned, ordered, or required by the College; and (iv) undertaken during his/her own time and not considered to be work for hours of work for purposes of federal or state wage laws and regulations.

2. In the event the Trainee becomes injured or sick during or as a result of the Training, the Trainee waives and agrees not to file or pursue against the College any claims or demands for (i) compensation or salary/wage continuation benefits, whether based on the common law or statutes, (ii) any and all medically-related costs and expenses, and (iii) any and all death benefits.

3. The Trainee acknowledges and agrees that the Trainee is not entitled to receive any wages or other compensation whatsoever from the College for the time spent during Training, and the Trainee waives and agrees not to file or pursue against the College any claims or demands for such wages or compensation or for reimbursement of expenses.

4. The Trainee warrants, represents and certifies that he/she has and will maintain in full force and effect medical insurance coverage, in an amount satisfactory to the College, to cover medically-related costs and expenses incurred by the Trainee as a result of the Training. The Trainee shall provide certificates or cards of such insurance to the College and/or their designees prior to commencement of training.



5. The Trainee acknowledges that the Training is physically demanding and contains inherent risks of serious injury and that the Trainee assumes all risks of harm and damage associated therewith.

6. The Trainee agrees to hold harmless and indemnify the College from all loss, cost, and expense (including but not limited to, attorneys fees), claims, demands, damages, actions and liability whatsoever arising out of or in connection with the Training or his/her breach of or noncompliance with this Agreement.

7. The term "College" as used herein shall include their respective officials, officers, servants, employees, and staff, to include the Board of Trustees of the College.

8. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. The Trainee intends that this Agreement shall also be binding upon his/her heirs, successors and assigns.

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT.

EXECUTED as a sealed instrument this ____ day of _____, _____.

Richland Community College

By: _____

Its Academy Commander

The Trainee:

Signature

Trainee's name printed

Witness signature

Witness' name printed