



**WAIVER AND RELEASE
(Employing Agency)**

Agreement between _____ (“the Employing Agency”), and Richland Community College (“the College”).

WHEREAS, the Employing Agency desires its employee (“the Trainee”) 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 agrees to allow the Employing Agency’s Trainee to engage in training:

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 Employing Agency agree as follows:

1. The Employing Agency acknowledges and agrees that the Trainee’s training 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 Employing Agency waives and agree 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 Employing Agency 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 Employing Agency 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 Employing Agency acknowledges that the Training may be physically demanding and contains inherent risks of serious injury and that the Employing Agency assumes all risks of harm and damage associated therewith.



5. The Employing Agency 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 their breach of or noncompliance with this Agreement.

6. 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.

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

8. The Employing Agency intends that this Agreement shall also be binding upon their 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 Employing Agency

By: _____

Its _____