Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Release, Assumption of Risk, and Indemnification Agreement**

In consideration for permission and opportunities to observe or participate in activities and classes and use the property, grounds, facilities, equipment and services provided by or belonging to the Central Shenandoah Criminal Justice Training Academy (CSCJTA) located at 3045 Lee Highway, Weyers Cave VA, and North Campus 4883 Early Rd, Mt Crawford VA (collectively referred to as CSCJTA’s Property and Services), the undersigned voluntarily and knowingly agrees as follows:

1. The undersigned personally acknowledges there are serious risks inherent in use of CSCJTA’s Property and Services, which include but are not limited to a firing range, weapons, and a driving range; in being present on CSCJTA’s property, grounds, and facilities; and in engaging in activities involving CSCJTA’s Property and Services. These risks include but are not limited to risks that may cause, contribute to, or result in personal injury, death, and/or property damage.
2. The undersigned acknowledges he/she has been given access to CSCJTA’s Property and Services, and has been permitted and encouraged to inspect the same to make certain each/all is in safe operable condition and suitable for the undersigned’s use. The undersigned understands and agrees CSCJTA is not responsible for, does not warrant safety or functionality, and makes no representation as to the condition of any CSCJTA Property and Services, and it is the undersigned’s responsibility to make inspection and ensure safe operation of all CSCJTA Property and Services in which the undersigned participates.
3. The undersigned expressly assumes all risks and dangers in connection with CSCJTA Property and Services; all risks and dangers in connection with the undersigned’s participation in the same; and all risks and dangers associated with other activities on CSCJTA property, grounds, and facilities.
4. The undersigned RELEASES and WAIVES all rights he/she may have or hereafter may acquire against CSCJTA and its employees, members/directors, agents, and assigns, jointly and severally, arising from the undersigned’s presence on CSCJTA property, grounds, and facilities; use of CSCJTA’s Property and Services; and engaging in activities involving CSCJTA’s Property and Services. The undersigned also WAIVES, COVENANTS NOT TO SUE, and RELEASES CSCJTA and its employees, members/directors, agents, and assigns from all liability, causes of action, claims, actions, losses, demands, expenses including attorneys’ fees, costs, suits of any kind and judgments, both known and unknown, arising from or related to use or occupancy of the CSCJTA’s Property and Services by the undersigned, including but not limited to those based in negligence; those occasioned by loss, damage, or injury/death to person; and those claiming loss or damage to real and/or personal property.
5. The undersigned agrees to INDEMNIFY and HOLD HARMLESS CSCJTA and its employees, members/directors, agents, and assigns from all liability, causes of action, claims, actions, losses, demands, expenses including attorneys’ fees, costs, suits of any kind and judgments, both known and unknown, by or from any person(s) including but not limited to adjacent property owners or tenants and any participants, arising from or related to use or occupancy of the Facilities by the undersigned, including but not limited to those based in negligence; those occasioned by loss, damage, or injury/death to person; and those claiming loss or damage to real and/or personal property.
6. The undersigned hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of apparent injury or sickness that occurs during the undersigned’s use or occupancy of CSCJTA’s Property and Services, provided however that the undersigned acknowledges CSCJTA or its employees, members/directors, agents or assigns are not obligated to take action or otherwise be responsible in any way for the undersigned’s health or medical care.
7. The undersigned agrees he/she will not abuse, damage, or misuse CSCJTA property, grounds, facilities, or equipment, and will notify a CSCJTA staff member of any damage incurred as a result of any use of the property, grounds, facilities, or equipment belonging to CSCJTA. The undersigned agrees he/she may be personally responsible for any damage or loss resulting from his/her use, abuse, misuse or damage of CSCJTA property, grounds, facilities, or equipment.
8. The undersigned acknowledges and agrees that during the COVID19 pandemic, CSCJTA is providing masks for all individuals on its Property; encouraging physical distancing and use of masks or face coverings when physical distancing is not possible; using assigned seats and “squads” to minimize close contact among multiple individuals; conducting daily screenings of individuals entering Academy property or buildings; arranging physical facilities to allow for physical distancing; requiring limited use of assigned break rooms and other congregant spaces; increasing daily cleanings and disinfection; encouraging increased hand washing and attention to personal hygiene; and strongly recommending all participants in Academy programming adhere to CDC and VDH recommendations both on and off CSCJTA Property in an effort to minimize close contact among individuals and to maximize CSCJTA’s ability to avoid quarantine or isolation orders that may jeopardize its ability to continue providing Services as planned and scheduled.
9. This Agreement shall remain valid and in full force and effect from and after the date opposite the undersigned’s signature and until it is expressly revoked by the undersigned by written notice personally delivered to the Executive Director of CSCJTA.
10. If any provision of this Agreement should be held to be invalid and unenforceable, that determination shall not affect any other provision of this Agreement, which shall be construed as if the invalid or unenforceable provision had never been contained herein.
11. This Agreement shall be binding on the heirs, personal representatives, successors, and assigns of the undersigned.

I HAVE READ AND FULLY UNDERSTAND THE FOREGOING RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT. I HAVE HAD OPPORTUNITY TO CONSULT WITH AND WILL RELY UPON MY OWN ADVISORS, NOT CSCJTA OR ITS EMPLOYEES, MEMBERS/DIRECTORS, AGENTS, OR ASSIGNS, REGARDING ANY QUESTIONS I MAY HAVE ABOUT ITS CONTENT AND SIGNIFICANCE. I EXECUTE THE AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE AND APPRECIATION OT ITS CONTENT AND SIGNIFICANCE.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Signature of User Printed Name Date

|  |  |
| --- | --- |
|  |  |