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**Polk County Sheriff's Office Citizens Academy  
Waiver & Release of Liability, Indemnification, Covenant Not to Sue, Assumption of Risk, Agreement and Authorization to Release  
Photo(s)/Video(s)**

\_\_\_\_\_ ("Participant") will be participating in the Polk County Sheriff's Office Citizens Academy ("Event"). The Academy will be held during the period of March 19 – June 04, 2024.

Participant will participate in classroom sessions and practical scenarios utilizing equipment and vehicles. Trainings will include physical activity. Participant may be photographed or videotaped during the event that may be published on social media and/or media.

In consideration for being provided the opportunity to participate in the Event, I, the undersigned Participant for myself and my minor child, all of my or my minor children, personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as "Releasing Parties", do hereby agree:

1. Representations and Warranties: Participant represents and warrants that he/she/they is/are authorized to act, consent and enter into this Agreement.
2. Release of Liability: Participant agrees and shall for self, and my spouse, and minor children, my heirs, successors, and assigns, and anyone claiming by or through them (collectively, the "Releasing Parties"), irrevocably and unconditionally releases, waives, and forever discharges The Office of the Polk County Sheriff, Polk County, Iowa, its elected and appointed Offices, officials, directors, agents, representatives, attorneys, employees, volunteers, sponsors, partner organizations, insurers, predecessors, successors and assigns (collectively, the "Released Parties") from any and all actual or potential claims, complaints, civil actions, damages, judgments, losses, costs and expenses of any nature ("Released Claims") arising out of Participant's participation in the Event. The Released Claims shall include and extend to any and all claims, damages, liabilities, cause of actions, judgments against the Released Parties or may have against the Released Parties, in both their professional and individual capacity, individually or jointly or may otherwise exist, by reason of injury of damages to persons, including but not limited to personal injury, including death, mental and or emotional injury, loss of function of mind and body, loss of consortium, pain or suffering or damages to property, including but not limited to loss of use, loss of earnings, and economic damages.
3. Indemnification: Participant shall indemnify, defend and hold harmless the Released Parties from any and all disputes, claims, demands, liabilities, causes of action, damages, judgments, losses, costs and expense without limitation reasonable legal fees asserted against the Released Parties by reason of any injury of damages to persons, including personal injury, including death, mental and emotion injury, loss of function of mind and body, loss of consortium, pain and suffering; or damages to property, including but not limited to any loss of use, loss of earnings, and economic damages arising out of or related to Participant's participation in the Event.
4. Assumption of the Risk: Participant shall assume full responsibility for any risk of personal injury, death or property damage arising out of or related to the Event.
5. Agree that this Waiver & Release of Liability, Indemnification, Covenant Not to Sue and Assumption of Risk Agreement extends to all acts of negligence by the County, not including gross negligence or willful misconduct, and is intended to be as broad and inclusive as is permitted by law including any governmental immunity afforded to the County by law and that if any portion thereof is held invalid, it is agreed that the balance of the Agreement shall, notwithstanding, continue in full legal force and effect.
6. Authorize any emergency medical treatment deemed advisable by any licensed medical professional in situations where relative cannot be reached.
7. Authorize and consent to Polk County, IA and the Released Parties to take, publish, use in any media, and copyright photographs, videotape or other and audio and visual media, including broadcast in any media, of me and agree that such may be used for any lawful purpose without further compensation or approval.

I have read the Waiver & Release of Liability, Indemnification, Covenant Not to Sue, Assumption of Risk and Authorization to Release Photo, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it voluntarily without assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the fullest extent permitted by law, including all acts of negligence by the County as stated above.

Participant: (Print) \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_

Participant: (Signature) \_\_\_\_\_ Date signed: \_\_\_\_\_