



SHANNON D. DICUS, SHERIFF-CORONER

## SHERIFF'S PHYSICAL AGILITY TEST (PAT) WAIVER, RELEASE AND INDEMNITY AGREEMENT

POSITION APPLING FOR:  DEPUTY SHERIFF TRAINEE  RESERVE DEPUTY  PRE-SERVICE

Applicant's Name (Print) \_\_\_\_\_ SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_ Phone # ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Email Address \_\_\_\_\_ Emergency Contact \_\_\_\_\_

For and in consideration of permitting the Undersigned Participant the use of the physical agility field during the Sheriff's Physical Agility Test (collectively referred to as PAT) Physical Fitness Assessment Activities, located at the San Bernardino County Sheriff's Academy. The Participant hereby voluntarily releases, discharges, waives, and relinquishes any and all actions or causes of action for personal injury, property damage, or wrongful death that may occur as a result of his/her participation. The PAT includes jumping, running, obstacles and obstacle avoidance, strenuous physical exertion, and lifting. The Undersigned Participant acknowledges participation in the PAT is voluntary while being a condition of employment and the PAT and is not reflective of current employment by and with the County of San Bernardino. The use of the physical agility field during the PAT is not absent risk. Even under the safest conditions possible, participation may be hazardous. It is the intention of the Undersigned Participant to assume all risks associated with the PAT and to exempt and relieve the County of San Bernardino, its officers, agents, servants, volunteers or employees from liability for personal injury, property damage or death caused by negligence or any other involuntary act.

The Undersigned Participant is fully aware of the legal ramifications of signing the instrument within, and further attests he/she is free from any medical conditions that would impact the ability to participate in the PAT. The Undersigned Participant attest he/she is physically capable of participating in the PAT. As a Participant of the PAT, I hereby agree for myself, my heirs, administrators, executors, and assignees, that I and We shall indemnify and hold harmless the Sheriff of San Bernardino County, the County of San Bernardino, its officers, employees, agents, and volunteers from any and all claims, demands, actions, or suits arising from or in connection with my participation, which may be brought on by any third party.

The Undersigned Participant acknowledges that he/she has read the foregoing two paragraphs, is fully and completely advised of the credible hazards associated with participation in the PAT, including injury, death, or damage to or loss of personal property. This instrument shall remain active unless rescinded by a designee of the Sheriff.

_____	_____	<b>PAT SCORE</b>
<b>Printed Name &amp; Signature of Participant</b>	<b>Date</b>	
(Emp# _____ )	_____	
<b>SBSD Designee</b>	<b>Date</b>	

### EMPLOYER WAIVER OF SUBROGATION

In consideration of the training provided herein, Employing Agency/Company ("Employer") of the above-named employee hereby waives all subrogation rights against the County of San Bernardino, its officers, employees, agents, and volunteers. Further, by signing below, the signatory represents that he/she has authority to bind Employer to this Waiver of Subrogation.

_____	_____	_____
<b>Printed Name &amp; Signature</b>	<b>Date</b>	<b>Employer</b>