

**Hold Harmless, Release, and Indemnification Agreement
Community Law Enforcement Academy (CLEA) Participant**

THIS HOLD HARMLESS, RELEASE, AND INDEMNIFICATION AGREEMENT (“Agreement”) is made and entered by and between DENNIS M. LEMMA, Seminole County Sheriff’s Office, (hereinafter referred to as “Sheriff’s Office”), a Constitutional Officer of the political subdivision of Seminole County, Florida, whose address is 100 Eslinger Way, Sanford, FL 32773, and _____ an adult person residing at _____, _____, Florida _____ (hereinafter referred to as “I” or “Participant”) (collectively referred to as “Parties”).

WHEREAS, it is the mission of the Seminole County Sheriff’s Office to enhance the quality of life by reducing crime and the fear of crime throughout Seminole County, and

WHEREAS, as part of its continued effort to accomplish its mission, the Sheriff’s Office encourages community interest and involvement in the law enforcement process, and

WHEREAS, the Community Law Enforcement Academy (CLEA) is designed to educate the citizens of Seminole County in the concepts and procedures of law enforcement, and

WHEREAS, as part of CLEA, participants will be offered the opportunity to participate in and experience law enforcement related activities, including but not limited to firearms handling and demonstrations, emergency vehicle operation demonstrations and training, conducted electrical weapon (Taser) demonstrations and/or exposures, Ride-Alongs, and other potentially dangerous and hazardous situations (hereinafter “CLEA activities”), and

WHEREAS, I _____, Participant, wish to attend and participate in the Community Law Enforcement Academy (CLEA) sponsored by the Seminole County Sheriff’s Office, Seminole County, Florida, and

WHEREAS, I undertake to participate/attend this program for the knowledge and experience I will gain with full understanding that I am not, nor will I be, a law enforcement officer, a Sheriff’s Office employee, nor will I be eligible for any benefits of a Sheriff’s Office employee as a result of said participation, and

WHEREAS, I fully realize and appreciate the basic nature of law enforcement and the possibility that situations will arise during my participation in CLEA and CLEA activities which might result in my being exposed to the danger of physical harm, personal injury, or death caused by incidents and my active participation in CLEA activities, including, but not limited to, motor vehicle, aircraft, or boating accidents; assault; battery, or any intentional or negligent acts or omissions by me, or any officer, employee, or agent of Sheriff’s Office or other third-parties: and

WHEREAS, I fully understand that my active participation in any CLEA activity is not required and that my participation in any CLEA activity is voluntary and any participation is made of my own free will and choice.

NOW, THEREFORE, I _____, Participant, in consideration of and as a condition precedent to, the privilege being granted me by the Seminole County Sheriff’s Office, to attend and/or participate in CLEA, and CLEA related events, including but not limited to firearms handling and demonstrations, emergency vehicle operation demonstrations and training, conducted electrical weapon (Taser) demonstrations and/or exposures, Ride-Alongs, and any and all other situations related to the CLEA, do acknowledge and agree as follows:

1. Hold Harmless and Release.

I do hereby release and discharge the Sheriff of Seminole County, Florida, his agents, officers, and employees, from any and all claims, demands, grievances, and causes of action of every kind whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature, description, arising or which may hereafter arise from my participation in CLEA activities and my presence at the Seminole County Sheriff’s Office or any location where these activities might occur. I further agree to waive any and all rights or claims for damages, legal or equitable, arising out of any intentional or negligent acts or omissions by myself, or any officer, deputy, volunteer, employee, or agent of the Seminole County Sheriff’s Office. This waiver is specifically intended to include, but is not limited to, claims for strict liability, breach of warranty, failure to warn, or any other theory of liability whatsoever, even if due to the Negligence or Gross Negligence of the Sheriff, the Seminole County Sheriff’s Office his agents, officers, deputies, volunteers and employees.

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I hereby assume all risk of personal injury and death, whether known or unknown, inherent in my participation in CLEA and CLEA activities, including but not limited to all injuries or death which may occur while handling firearms, Taser exposure, accompanying a deputy during the performance of his duties and riding in the Seminole County Sheriff's Office vehicle. I assume this risk with full knowledge of the dangers associated therewith and the aforementioned dangers associated with law enforcement related activities and CLEA activities.

2. Indemnification and Promise Not to Sue.

I agree and promise that neither I nor anyone on my behalf will ever sue or bring any other legal action or claim against the Sheriff, the Seminole County Sheriff's Office, its agents, deputies, officers, volunteers, and employees, for anything related to my participation in CLEA and CLEA activities.

I hereby agree to indemnify and do hold harmless the Sheriff, the Seminole County Sheriff's Office, its agents, deputies, officers, volunteers, and employees from any and all claims, demands, and causes of action of every kind and nature arising from my participation and/or attendance in CLEA and CLEA activities. I further agree that if I or anyone else files any claim against the Sheriff, the Seminole County Sheriff's Office, its agents, deputies, officers, volunteers, or employees, arising out of my participation in CLEA and CLEA activities, I will defend, indemnify and reimburse the Sheriff, the Seminole County Sheriff's Office, its agents, deputies, officers, volunteers and employees for any judgment, court costs, expenses, and reasonable expert and attorney fees regardless of who prevails.

3. Entire Agreement.

This Hold Harmless, Release, and Indemnification Agreement, supersedes any other statement, agreement, or representation, written or oral, concerning my participation in CLEA and CLEA activities.

4. Parties Bound.

This Agreement is binding upon and inures to the benefit of the Sheriff, the Seminole County Sheriff's Office, its agents, deputies, volunteers and employees and the Participant and their successors and assigns.

I specifically and unequivocally intend this Agreement to be legally binding upon me, my heirs, executors, administrators, attorneys and assigns. This agreement is contractual and not a mere recital.

5. Severability.

If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

6. Authority to Contract.

I affirm that I am competent to enter into and be bound by this agreement; that I have read and understand this Hold Harmless, Release and Indemnification Agreement in its entirety; that I have not been induced to sign this agreement by any promise or representation; and that I sign it voluntarily and of my own free will. I further affirm that this waiver is knowingly and voluntarily made after due consideration, and after having been allowed to fully consider the effect and consequences of this waiver; that I have had the opportunity to have this agreement reviewed by my own attorney and to discuss same with my attorney, and after having done so, or after deciding of my own free will not to do so, that I do freely execute this agreement.

7. Governing Law.

The laws of the State of Florida govern the validity, enforcement and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

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8. Counter Parts.

This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

I HAVE READ THIS HOLD HARMLESS, RELEASE, AND INDEMNIFICATION AGREEMENT, AND BY SIGNING, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND AGREE TO THE ABOVE, WITHOUT EXCEPTION.

AGREED and ACCEPTED;

By: _____
Printed Name

Signature

Date

E-mail

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF _____

Before me personally appears _____ who says that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore. Sworn to (or affirmed) and subscribed before me by means of physical appears or online notarization, this _____ day of _____, _____.

Signature of Notary

Print, Type, or stamp Commissioned Name of Notary Public

Personally Known – or – Produced Identification

Type of Identification Produced: _____