



OFFICE OF COURT ADMINISTRATOR
TWENTY-FIFTH JUDICIAL DISTRICT OF PENNSYLVANIA

Don M. Powers
Court Administrator

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CLINTON COUNTY COURT HOUSE
230 East Water Street
LOCK HAVEN, PENNSYLVANIA 17745

(570) 893-4016

**PERTAINING TO USE OF CLINTON COUNTY'S MELLOTT BUILDING TRAINING CENTER
AND PARTICIPATION IN TRAINING EXERCISES THEREIN**

PARTICIPANT AGREEMENT, RELEASE & ACKNOWLEDGMENT OF RISK

In consideration of the services of the County of Clinton, Clinton County Court of Common Pleas, Clinton County Probation Department, and/or the Clinton County Emergency Services Department, their agents, officers, participants, employees, and all persons or entities acting in any capacity on their behalf (herein after collectively referred to as "the County") I hereby agree to release and discharge the County on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that tactical training, control tactics, firearms training/shooting, entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

THE RISKS INCLUDE, BUT ARE NOT LIMITED TO:

- (1) Nature of the activity itself;
- (2) Latent or apparent defects or conditions in equipment supplied by the County, or other persons or entities;
- (3) Use of property by myself, others, or equipment supplied by the County, or other persons or entities;
- (4) Acts of other participants in this activity, employees, or agents of the County
- (5) My own physical condition, or my own acts or omissions;
- (6) Conditions of the County training facilities and surrounding grounds or terrain and accidents connected with their use;
- (7) Consumption of food and or drink;
- (8) First aid emergency treatment or other services rendered; and
- (9) Operating motor vehicles.

Initials of Participant _____

Furthermore, the County's employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's true state of fitness or abilities. They may give inadequate warnings or instructions and the equipment used may malfunction.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

3. I expressly agree not to participate in, or to cease participation in, activities which I consider to be unsafe.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the County from any and all claims, demands, or causes of action which are in any way connected with my participation in the activity or my use of the County's equipment or facilities, including any such claims which allege negligent acts or omissions of the County.

5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the County from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or my use of the County's equipment or facilities, including any such claims which allege negligent acts or omissions of the County

6. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless any owners and supervisors of and those responsible for any and all property of facilities at which the County may conduct activities, from any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my use of such property or facilities, including any such claims which allege negligent acts or omissions of the County.

7. Should the County, or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless of all such fees and costs.

8. I hereby certify that I have adequate insurance to cover any injury to myself or others or damage to county owned property that I may cause or suffer while participating in any training exercises. Alternatively, I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume, and bear the costs of all risks that may be created, directly or indirectly, by such condition.

9. I hereby certify that I understand that my future use of the County's property, methods, materials, or procedures is the responsibility of my employer or myself, not the County.

Initials of Participant _____

Please list all relevant medical or physical conditions which may affect your participation in this course, or may place you at increased risk of injury. If none, print "none." I specifically agree to assume risk from these conditions.

BY SIGNING THIS DOCUMENT:

I ACKNOWLEDGE THAT IF ANYONE IS HURT DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST THE COUNTY, ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN.

I FURTHER ACKNOWLEDGE THAT ANY DAMAGE TO THE COUNTY PROPERTY, WHETHER INTENTIONAL OR NOT, SHALL BE BORNE BY THE INDIVIDUAL RESPONSIBLE FOR THAT DAMAGE OR THAT INDIVIDUAL'S EMPLOYER OR AGENCY.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Date

Participant (print name)

Participant (signature)

Witness (print name)

Witness (signature)