

## **Waiver and Release of Liability**

Pro Train, Incorporated [hereinafter referred to as “Pro Train”], strongly recommends that any prospective student consult with her/his physician before beginning any physical training program. Any physical tactics training program at a police/military level is physically demanding and you should be in very good physical condition to participate in these physical tactics program.

If, during participation in this program, you experience any pain or discomfort that you believe unusual or associate with an injury, stop immediately and inform your instructor. If you believe you are experiencing a medical emergency, immediately call 911 to summon emergency medical assistance. Do not risk serious and/or permanent injury.

When participating in any physical training or exercise program the possibility of injury is always present, as is the possibility of transmission of viruses, bacteria, illnesses, and disease; you may very well be exposed to injury and/or illness by participation. You participate in this physical training program at your own risk, and neither Pro Train, it’s medical consultant, nor the individual instructor(s) are liable for any direct, indirect, or consequential damages that may arise from your participation in this physical training program. All warranties, express or implied, are hereby disclaimed. By participating in this physical training program you assume any and all risks associated herewith, and agree to indemnify and hold harmless Pro Train, it’s medical consultant, and the individual instructors for any injuries and/or damages suffered by you as a result of your participation. The participant assumes all risks associated with this training, and further represents to Pro Train that the participant is either ‘on-duty’ with her/his department such that participation in the training will be covered by departmental insurance, or that the participant has sufficient insurance coverage, personally obtained, to cover any injuries and/or death for participation in this training. The participant agrees to provide documentary proof upon demand by Pro Train.

Pro Train retains the right, in its sole discretion, to terminate or refuse to continue the physical training in whole, in part, or as to any individual participant. Pro Train may elect, again at its sole discretion, to refund all or a portion of the fees and charges for participation in the training program based upon the circumstances of each situation and the extent of the foreseeability of the matter preventing or requiring termination of the training. However, Pro Train shall not refund or reimburse fees and charges to any participant whose training is prevented or terminated due to the actions or inactions of the participant (e.g., failing to employ approved

techniques, intentionally causing physical harm to other participants, engaging in 'horse-play' or hazing, 'out-of-shape' condition of the participant, undetected medical infirmities, etc.).

The techniques demonstrated in this physical training program are designed to bring subjects into compliance as quickly as possible as well as minimize the risk of injury to the subject and the officer. However, in view of the United States Supreme Court directives from *Michigan v. Fisher*, 558 U.S. 45, 49 (2009)[“The role of the peace officer includes preventing violence and restoring order, not simply rendering first aid to casualties.”] and *Graham v. Connor*, 490 U.S. 386, 396 (1989)[“(T)he right to make an arrest or investigatory stop necessarily carries with it the right to use some degree of physical coercion...to effect it.”], these techniques, even when properly executed, may result in injury or fatality to the subject. Officers are cautioned to use only that force which is objectively reasonable under the circumstances faced.

Furthermore, nothing contained in this physical training program, nor any statement made by any instructor, shall be construed as any representation of the legality or medical efficacy of the techniques represented by the instructors. Additionally, nothing contained in this physical training program, nor any statement made by any instructor, shall be construed as any guarantee or warranty that the techniques represented will be ultimately effective or legally defensible in every circumstance, as innumerable variables control the outcome of physical confrontations.

Finally, you agree to reimburse Pro Train for any and all costs and expenses incurred in any litigation based in whole or in part on training provided by Pro Train, including actual attorney fees incurred by Pro Train, and regardless of any outcome of such litigation.

By signing below, you affirmatively state that you have read the provisions of this Waiver and Release of Liability in favor of Pro Train; that you understand all of the terms, clauses, and provisions hereof; that you have sought, obtained, and followed legal and medical advice regarding this Waiver and Release of Liability and the associated training to be provided by Pro Train; and that you freely and voluntarily agree to all of the terms and conditions hereof. You further acknowledge that no verbal representations or modifications have been made. Your heirs, administrators, representatives, and assigns shall also be bound hereby.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Course Name: \_\_\_\_\_

Printed: \_\_\_\_\_

Phone: \_\_\_\_\_

Course Location: \_\_\_\_\_

Department: \_\_\_\_\_