

CULPEPER COUNTY SHERIFF'S OFFICE

RELEASE OF ALL CLAIMS AND ASSUMPTION OF THE RISK

WHEREAS, I wish to voluntarily participate for my own benefit in the following "Activity" sponsored by Culpeper County Sheriff's Office: **SHERIFF SCOTT H. JENKINS 5th ANNUAL POLICE WEEK 5K** on the following date(s): **MAY 19, 2018**; and the County is willing to permit my participation in the Activity because doing so serves important government functions such as public education; and

WHEREAS, I have been given specific information orally and/or in writing describing the nature of the Activity and the risks and dangers involved, as well as instructions relating to my participation in the Activity; and I have examined the equipment and vehicles to be used in the Activity and find them safe and suitable for my needs;

NOW, THEREFORE, I agree as follows: I have listened to and/or read the information about the Activity and I understand the nature of the Activity and its risks and dangers. I acknowledge that the County has taken all reasonable steps to prepare me and properly equip me for the Activity. However, the County has warned me that despite the County's reasonable efforts, I could suffer serious bodily injury, death and property damage as a result of the Activity, including but not limited to physical or personal injury, disease, psychological or mental injury, death and/or loss of property due to vehicle collision or malfunction, exposure to fires or harmful substances, crashes, falls, overexertion, allergic reaction, equipment or system failure, or other causes due to exposure to or involvement in emergency or non-emergency situations.

NOTWITHSTANDING such warning, and with full and complete understanding of all dangers and risks the Activity involves, I voluntarily assume full responsibility and all risks for any and all personal and bodily injuries, death and property damage that may result to me from my participation in the Activity, and I assume all risks inherent to this activity.

I CERTIFY that I am physically capable of safely participating in the Activity, and I have taken all actions that I consider necessary to make this determination, up to and including seeking the advice of and appropriate examinations by a qualified physician. Should I require any reasonable accommodation I have made my needs known to the County and I agree to abide by the County's decision as to whether it can accommodate my needs and, if so, how such accommodation is to be made.

IN CONSIDERATION of being allowed to participate in the Activity, I hereby waive, release and forever discharge the Culpeper County Sheriff's Office, Culpeper County Board of Supervisors, their officers, directors, employees, agents and volunteers (the "County") from any and all claims, liabilities, actions and causes of action of every nature and kind arising out of or relating in any way to the Activity.

I AGREE to indemnify and hold harmless the County from any and all personal and bodily injuries, death and property damage, including cost of investigation, reasonable attorney's fees and cost of appeals, arising out of any such claims or suits because of any acts or omissions by me. During and after the Activity and while on County property I will abide by all instructions and restrictions imposed by the County, including but not limited to instructions as to how I should act and the use of equipment, and I agree that the County may discontinue the Activity or require me to leave the premises at any time for any reason. I authorize the County to seek emergency medical treatment for me and to arrange for my transportation to a medical facility in the event of a medical emergency.

I CERTIFY that I am over eighteen (18) years of age and am mentally competent. This Release and Assumption of Risk is binding on all my heirs, executors, next of kin and assigns, and all persons who may claim by or through me. I acknowledge that the County offers me no worker's compensation, medical payments coverage, or other benefits in connection with the Activity.

CAUTION: READ THE FOREGOING RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK BEFORE SIGNING. THIS DOCUMENT IS VALID UNLESS AND UNTIL REVOKED IN WRITING AND REVOCATION DELIVERED TO CULPEPER COUNTY.

Name: _____

Signature: _____

Date: _____