

## **ARKANSAS LAW ENFORCEMENT TRAINING ACADEMY**

### **RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT**

The Undersigned agrees to indemnify, hold harmless, and defend the Commission on Law Enforcement Standards and Training (CLEST), and CLEST employees from any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of, related to or connected with: the discharge of firearms; the course of instruction; the undersigned's participation in the course of instruction; the range, buildings, land, and premises used for the course of instruction (hereinafter the "Premises"); the Undersigned's presence on or use of the Premises; and any and all acts or omissions of the Undersigned. Should any claims, demands, or lawsuit arise or be asserted, whether arising under the laws of the United States, the State of Arkansas, or any other jurisdiction, the Undersigned agrees to indemnify, hold harmless, and defend CLEST from any and all costs, expenses, or liability including, but not limited to, the cost of any settlement or judgment against CLEST, whether individually, jointly, or with the Undersigned, together with all court costs, attorney fees, and other costs or expenses incurred in connection with the claim, demand, or lawsuit.

The Undersigned waives for himself/herself and his/her executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands and any other actions which he/she may have or which may arise against CLEST, including, but not limited to, any and all injuries, damages or illnesses suffered by the Undersigned or the Undersigned's property, which may arise out of, be related to or connected with: any course of instruction; the Premises, including any latent defect in the Premises; the Undersigned's presence on or use of the Premises; the Undersigned's property (whether or not entrusted to CLEST); and the discharge of firearms. CLEST shall not be liable for, and the Undersigned on behalf of himself/herself and his/her executors, administrators, assignees or heirs, hereby expressly releases CLEST from any and all such claims.

The Undersigned assumes the risk of entering the Premises and of taking part in activities on the Premises which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition or any physical activities that occur on CLEST property. The undersigned understands that users are required to wear ballistic vests/body armor at all times while on the firing range. The undersigned understands and agrees that if he/she does not have a ballistic vest available one may be loaned to him/her by ALETA. The undersigned agrees that the "loaned" vest is provided solely for the purpose of training and is not warranted to provide any protection due to fit, age, wear, or other issue. The undersigned agrees to release and hold harmless CLEST, ALETA, and all persons associated with CLEST and ALETA, from any claims that may arise from the use of a "loaned" vest.

In order to participate in any training activity at the Arkansas Law Enforcement Training Academy (ALETA), the undersigned hereby releases and holds harmless the State of Arkansas, the Arkansas Commission on Law Enforcement Standards and Training (CLEST), ALETA, and all persons associated with this course, from any and all liability for injuries received during training.

The undersigned understands that training is physically demanding and agrees that he/she has completely and accurately reported any and all medical conditions as required on the CLEST Medical History Questionnaire and has been examined by a physician and found to be in good health and physically able to undergo an ALETA course. The undersigned agrees that he/she is personally responsible for any and all medical expenses incurred while attending an ALETA course.

ALETA students authorize the release of information pertaining to academics, health, injury, and behavior to his/her agency of employment while attending training at ALETA.

The Undersigned hereby acknowledges and agrees that he/she has received, read, understands, and will at all times abide by all CLEST range rules and by-laws. This instrument binds the Undersigned and his/her organization, executors, administrators, assignees, or heirs.

Printed Name \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Organization (If not an ALETA Student) \_\_\_\_\_

Witness/ Range Safety Officer Signature \_\_\_\_\_ Date \_\_\_\_\_