

Attachment B to Agenda File No. 2015-1637

MARITIME LAW ENFORCEMENT TRAINING CENTER (MLETC)

PARTICIPANT WARNING, ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Participants Full Name	Driver's License Number
Address	In Case of Emergency Notify (Name, Phone No. and Address)
Phone Number	

Acknowledgment and Assumption of Risks: I do hereby affirm and acknowledge that I fully understand the inherent hazards and risks associated with participating in marine and aquatic activities including but not limited to boating, swimming, and diving, as well as the hazards and risks associated with law enforcement training and activities in a marine environment. I also understand that this Maritime Officers Training Course will be physically arduous and will involve risks that may expose me to severe injury, loss of life or property. Despite the arduous nature and the hazards and risks associated with the training course, I wish to proceed and I freely accept and expressly assume all risk, dangers, and hazards, including the possibility of personal injury, death, property damage or loss that may arise from my participation in this training course. I also declare that I have no physical, medical, or mental restrictions that would limit or prohibit my participation in the course.

Release, Waiver and Indemnification: In consideration of being allowed to engage in activities on City of Los Angeles ("City") property and/or participate in activities of and/or at the Maritime Law Enforcement Training Center, including but not limited to the use of any premises, facilities, vehicles, vessels or equipment, I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me which may arise from or related to premises, facilities, vehicles, vessels, equipment, and/or activities of and/or at the Maritime Law Enforcement Training Center, actions or inactions of personnel of the City, the County of Los Angeles, the City of Long Beach, the United States Coast Guard, the Federal Law Enforcement Training Center and/or any other MLETC partners, MLETC instructors, or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue, and I for myself and my heirs, executors, administrators or assigns hereby release, waive discharge and relinquish action or causes or action, aforesaid, which may hereafter arise for myself and for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, or assigns prosecute, present any claim for personal injury, property damage or wrongful death against the City of Los Angeles, the County of Los Angeles, the City of Long Beach, the United States Coast Guard, the Federal Law Enforcement Training Center and/or any other MLETC partners or any of their officers, agents, servants or employees, as well as MLETC instructors (hereinafter "**INDEMNIFIED PARTIES**") for any of said cause of action, wherever the same shall arise by the negligence of any said persons, or otherwise. **IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE THE INDEMNIFIED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.** This release and waiver is not intended to release or waive any rights I may have against my employer even if such employer is one of the INDEMNIFIED PARTIES.

I, for myself and for my heirs, executors, administrators or assigns agree that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the **INDEMNIFIED PARTIES**, I shall indemnify and hold harmless the same **INDEMNIFIED PARTIES** from any and all claims or causes of action by whomever or whatever made or presented for personal injuries, property damage or wrongful death.

No oral representations, statements or inducement apart from this written agreement have been made.

I acknowledge that I have read the foregoing paragraphs, and have been fully and completely advised of the potential dangers incidental to participating in activities of and/or at the Maritime Law Enforcement Training Center, and I am fully aware of the legal consequences of signing the within instrument and voluntarily do so.

Participant Print Full Legal Name: _____
Signature: _____ Date: _____
Agency and Title _____