

# City of West Palm Beach

## CANDIDATE WAIVER AND ASSUMPTION OF RISK

I, \_\_\_\_\_, fully waive and release The City of West Palm Beach (the "City"), from any and all claims including but not limited to for personal injury, property damage, or death that may result from my participation in the Swim Test that I may voluntarily undertake on City property or through use of City equipment, for purposes of being considered for employment as a police officer for the City of West Palm Beach. I voluntarily sign this Waiver and Assumption of Risk as a requirement for use of the City facilities, City exercise equipment and/or property, and to be further considered for employment as a City police officer.

I acknowledge and understand that there are dangers and risks associated with the activities described above. I agree to abide by all rules, instructions, policies and procedures imposed by the City relating to the use of the City facilities and its equipment or property.

By signing this Waiver and Assumption of Risk, I fully assume the dangers and risks inherent to any City exercise activities, including but not limited to participation in the Swim Test process and use of City equipment and property, and agree to use my best judgment while engaging in those activities. I further agree to indemnify and hold harmless the City, its employees, agents, officers, and assigns from and against any and all liability incurred as a result of or in any manner related to my participation in the activities described herein and use of the City facilities and equipment. I hereby certify that I am of legal age and competent to execute this Waiver and Assumption of Risk, that I am doing so of my own free will and accord, voluntarily and without duress, and that I do so intending to bind myself, my executor, my heirs, and administrators or assigns to the fullest extent allowed by law.

I understand that my authorization to use City facilities and City exercise equipment is granted by the City of West Palm Beach and that this authorization may be withdrawn at any time for any reason.

I have read and understand the foregoing, and acknowledge my consent to the terms of this Waiver & Assumption of Risk by signing this Waiver. This waiver remains in effect unless specifically revoked in a signed and dated writing by me.

Signature: \_\_\_\_\_ Name (Print): \_\_\_\_\_

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

Emergency Contact (name and phone): \_\_\_\_\_