

KENTUCKY TACTICAL OFFICERS ASSOCIATION, INC.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the _____, I hereby release, waive, discharge and covenant not to sue **Kentucky Tactical Officers Association, Inc. (hereafter K.T.O.A.)** / or: its officers, servants, agents, and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in the Training, or while in, on or upon the premises where the Training is being conducted, while in transit to or from the premises, or in any place or places connected with the Training.
2. I am fully aware of risks and hazards connected with being on the premises and participating in the Training, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the Training, and I hereby elect to voluntarily participate in the Training, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the Training, whether caused by the negligence of releasees or otherwise.
3. I further hereby agree to indemnify, save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in the Training, whether caused by the negligence of any or all of the releasees, or otherwise.
4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.
5. I understand that the material presented in the above listed event is the intellectual property of **K.T.O.A.**, or its affiliate entities. I understand and agree that I may not record via any type of media, or method, the material presented within this event. I further agree not to duplicate, recreate, or present this material to any person or party without the express written consent of **K.T.O.A.**
6. I hereby give **K.T.O.A.** permission to take photographs and/or videos of me for the purpose of posting on **K.T.O.A.** Facebook, Instagram, YouTube, Twitter, and/or website (<http://www.kentuckytacticalofficersassociation.org/>). I hereby release and discharge **K.T.O.A.** from any and all claims arising out of use of the photographs and/or videos.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed:
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made:
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

In witness whereof, I have hereunto set my hand and seal this _____ day of _____, 201__.

Participant Signature: _____

Name Printed: _____

Witness: _____

Witness Name Printed: _____