



Rick Staly, Sheriff

FLAGLER COUNTY SHERIFF'S OFFICE

"An honor to serve, a duty to protect."

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

Physical Abilities Test

Applicant's Name:

Ross, Austin

For and in consideration of the opportunity to participate in the application process for employment with the Flagler County Sheriff's Office, including but not limited to, participation in the Physical Abilities Test (hereinafter "P.A.T.")

- 1. The undersigned for himself/herself, his/her heirs, executors, administrators and assigns (hereinafter collectively the "Undersigned"), does hereby voluntarily waiver, release, discharge, and relinquish any and all rights, claims, actions or causes of action which otherwise the Undersigned might present, file or prosecute against Rick Staly, Sheriff, and the Flagler County Sheriff's Office, its officers, agents, servants, volunteers or employees (hereinafter collectively the "Sheriff"), resulting from, or related to, the undersigned's participation in any and all activities associated with, or incidental to, the P.A.T. wherever or however the same may occur.
2. The Undersigned further agrees that under no circumstances, for any reason or purpose whatsoever, will the Undersigned present, file, or prosecute and demand, claim or action of any kind or type or cause such to be presented, filed, or prosecuted, against Sheriff for any claims, actions or causes of action resulting from, or related to the Undersigned's participation in any and all activities associated with, or incidental to, the P.A.T. wherever or however the same may occur, and whether the same shall arise by Sheriff's negligence.
3. The Undersigned is specifically aware that the P.A.T., even under the safest conditions possible, may be hazardous, and it is the intention and effect of this Waiver, Release & Indemnification Agreement to exempt and relieve the Sheriff from liability of any kind or type whatsoever, (including without limitation attorneys' fees and suit costs), whether or not such damage, injury or death results from Sheriff's negligence.
4. The Undersigned agrees that, he/she shall indemnify and hold harmless the Sheriff from any and all claims, suits, and cause(s) of action by whomever and wherever made or presented against the Sheriff for damages of any kind or type, whether sounding in tort or negligence, resulting from, or related to, the Undersigned's participation in the P.A.T. Further, the Undersigned warrants and represents that he/she is physically capable of performing the tasks associated with the P.A.T., that he/she has read the foregoing paragraphs, that he/she is fully and completely advised and/or aware of the potential dangers associated with the P.A.T., that he/she is fully aware of the legal consequences of signing this Waiver, Release and Indemnification Agreement, and that all other persons or entities may rely, and have relied on these representations.

Participant's Signature

[Handwritten Signature] #1046

FCSO'S Representative Signature & ID #

Time:

[Handwritten mark]

Date

2/12/2024

Date

2/12/2024