

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

RELEASE OF ALL CLAIMS AGAINST THE CITY OF EL PASO

I, _____, (“APPLICANT”) hereby understand and agree to the following:

1. In consideration of his/her application for employment and the City of El Paso providing a voluntary Fitness Clinic to assist in the preparation for the physical fitness test required for a position of either POLICE TRAINEE/CERTIFIED POLICE TRAINEE/POLICE OFFICER, APPLICANT hereby completely releases and forever discharges the City of El Paso, EL Paso Police Department, their officers, directors, attorneys, agents, servants, representatives, successors, heirs, executors, administrators, employees, affiliates, partners, predecessors, assigns and all other related persons in privity with them who any of the former have been, are now or may hereafter be affiliated (hereinafter inclusive in “City of El Paso”), from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses or services, expenses and compensation of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, including but not limited to any claims of negligence, violation of civil rights under state law or any federal law, and all other causes of action or claims under any applicable common law or statutory or contractual obligation for damages of any kind whatsoever, including but not limited to pain and suffering, mental anguish, medical expenses, other expenses, and any other compensation whatsoever which APPLICANT now has or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of or related to his/her participation in the El Paso Police Department Physical Fitness Clinic (“Fitness Clinic”) including, without limitations, any and all known and unknown, foreseen and unforeseen claims for bodily and personal injuries and the consequences thereof, which have resulted or may result from his/her participation in the Fitness Clinic.

2. **GENERAL RELEASE.** APPLICANT acknowledges and agrees that this release is a general release. APPLICANT expressly waives and assumes the risk of any and all claims for damages which exist as of the date of this release and which arise during his/her participation in the Fitness Clinic.

(a) APPLICANT acknowledges and agrees that no money or any other form of compensation is to be paid to him/her by the City of El Paso for participation in the Fitness Clinic. APPLICANT further understands that he/she will not be entitled to participate in or receive any payment from any employee benefit program, including but not limited to workers’ compensation, health insurance or pension program for participation in the Fitness Clinic.

(b) APPLICANT represents that he/she has applied for employment with the City of El Paso for the position of either POLICE TRAINEE/CERTIFIED POLICE TRAINEE/POLICE OFFICER. Said application is still pending and thus, APPLICANT understands that he/she is not deemed to be a peace officer nor a law enforcement officer, as such term is defined by Article 2.12 of the Texas Code of Criminal Procedure while participating in the Fitness Clinic.

(c) APPLICANT acknowledges and warrants that it is his/her understanding that he/she is not an employee of the City of El Paso as of the date of this release. Therefore, APPLICANT has no authority to act on behalf of the City of El Paso.

(d) APPLICANT acknowledges and agrees that the Fitness Clinic is a practice fitness clinic and that his/her participation in the Fitness Clinic is voluntary.

(e) APPLICANT further acknowledges and represents that he/she has not been influenced to any extent whatsoever in participating in the Fitness Clinic nor has he/she relied upon any representations, statements or inducements regarding his/her pending employment application with the City of El Paso in deciding to participate in the Fitness Clinic.

(f) APPLICANT represents that he/she understands that participation in the Fitness Clinic is not mandatory and will not be a determining factor with respect to his/her pending employment application with the City of El Paso.

(g) APPLICANT represents that he/she has accurately and to the best of his/her knowledge completed the Medical Self-Screening form prior to the voluntary participation in the Fitness Clinic. APPLICANT further warrants that he/she does not have a medical condition that would prohibit participation in the Fitness Clinic.

(h) APPLICANT acknowledges and agrees that he/she expressly waive and assume the risk of any and all medical conditions, which exist as of the date below, but which he/she did not know or suspect to exist at said time and thus, did not obtain the required medical clearance.

(i) APPLICANT understands and agrees that the City of El Paso will not be liable for any damages, arising from his/her participation in the Fitness Clinic.

3. **INDEMNIFICATION.** APPLICANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS, DEMANDS AND LAWSUITS ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE NEGLIGENT, GROSS NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF APPLICANT IN PARTICIPATING IN THE FITNESS CLINIC.

(a) City of El Paso shall not be subject to any obligations or liabilities of the APPLICANT, his/her agents, family or representatives relating to or arising from his/her participation in the Fitness Clinic.

(b) APPLICANT understands and agrees that the City of El Paso is not liable for any damages arising from his/her participation in the Fitness Clinic.

4. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** APPLICANT declares and represents that no promise, inducement or agreement not herein express has been made to him/her.

APPLICANT further declares that he/she understands the terms set forth in this release and that he/she is signing the same of his/her own free will.

5. **GOVERNING LAW.** This release agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

6. **ENTIRE AGREEMENT.** This release agreement contains the entire agreement between the parties hereto and the terms of this agreement are contractual in nature and are not mere recital. In any action brought on any claim of any kind herein released, this agreement may be pled by the party against whom the claim is filed as a defense and this agreement may be used by any party in any suit for breach of this agreement.

7. **EFFECTIVENESS.** APPLICANT warrants that he/she has read this agreement and fully understands it to be a release of all claims, known or unknown, present or future, that he/she has or may have against the City of El Paso arising out of his/her participation in the Fitness Clinic. APPLICANT further warrants that he/she willingly signs this agreement as his/her free act and deed.

Executed this the _____ day of _____, 200__.

Printed Name: _____
APPLICANT

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This instrument was acknowledged before me on the _____ day of _____, 2007, by _____, who is known to be by presentation of his/her Texas driver's license and other legally sufficient proof of identification. _____ affirmed under oath, his/her acceptance of the terms of the foregoing release agreement as set forth above. Based on this acceptance, he/she knowingly and voluntarily executed this release agreement, as is indicated by his signature affixed to the said release agreement.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2007.

Printed Name: _____
Notary Public in and for The State of Texas

My Commission Expires:
