

**Hold Harmless, Release, and Indemnification Agreement  
Seminole County Sheriff's Office Experience Program Participant**

THIS HOLD HARMLESS, RELEASE, AND INDEMNIFICATION AGREEMENT ("Agreement") is made and entered by and between DENNIS M. LEMMA, Seminole County Sheriff's Office, (hereinafter referred to as "Sheriff's Office"), a Constitutional Officer of the political subdivision of Seminole County, Florida, whose address is 100 Eslinger Way, Sanford, FL 32773, and \_\_\_\_\_ an applicant for employment with the Seminole County Sheriff's Office (hereinafter referred to as "I" or "Applicant") (collectively referred to as "Parties").

WHEREAS, the Seminole County Sheriff's Office requires applicants for sworn and certified positions within the Sheriff's Office to pass a pre-employment Physical Ability Test (PAT) as a pre-requisite for consideration for employment, and,

WHEREAS, the PAT is a battery of job-related field tests designed to measure balance, muscular endurance and strength, flexibility, anaerobic power and capacity, fine motor skill, and aerobic power, and intended to be completed in the fastest possible time and requires maximum effort by the applicant, and,

WHEREAS, the Parties recognize that strenuous physical activity may be inadvisable for some individuals, and agree that the Sheriff's Office has no basis for knowing whether Applicant is physically capable of completing the PAT in a safe manner, and,

WHEREAS, Applicant, in order to demonstrate his/her qualifications for employment, wishes to be provided the opportunity to participate in the Sheriff's Office PAT without providing a Physicians Clearance or any independent proof of Applicants ability to perform the PAT, and,

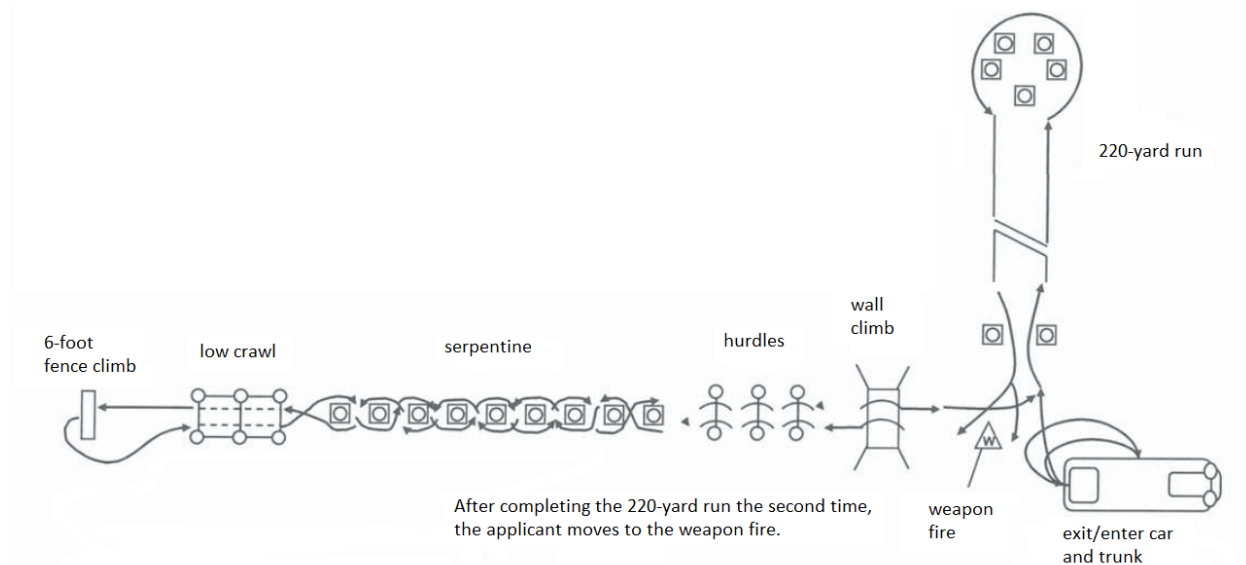
WHEREAS, I understand that solely as a result of submitting to the PAT, I am not, nor will I be considered, a Sheriff's Office employee, nor will I be eligible for any benefits of a Sheriff's Office employee as a result of said participation, and

WHEREAS, I fully realize and appreciate that my participation in the PAT might result in physical harm, personal injury, or death, and

NOW, THEREFORE, the Parties agree that the above recitals are incorporated as material terms of this Agreement, and further, I, in consideration of and as a condition precedent to, the privilege being granted to me by the Seminole County Sheriff's Office, to participate in the PAT, do acknowledge and agree as follows:

**1. Acknowledgment of PAT Requirements.**

I understand that the PAT will include two 220-yard runs, jumping over obstacles (12-24 inches high), climbing over a wall (40 inches high), a 50-foot serpentine run followed by a low crawl through a 27-inch high, 8-foot long area, and climbing a 6-foot chain link fence (Detention Deputy applicants will substitute a 10-stair climb and 10-stair descent using 7-inch high 11-inch wide steps.) After climbing the fence, the applicant goes back through the obstacle course beginning with the low crawl and ending by climbing through a window. The below diagram is a visual representation of the PAT:



## **2. Hold Harmless and Release.**

I do hereby release and discharge the Sheriff of Seminole County, Florida, his agents, officers, and employees, from any and all claims, demands, grievances, and causes of action of every kind whatsoever, including, but not by way of limitation, all liability for personal injury of every kind, nature, description, arising or which may hereafter arise from my participation in the PAT and my presence at the Seminole County Sheriff's Office facility, or any location where the PAT might occur. I further agree to waive any and all rights or claims for damages, legal or equitable, arising out of any intentional or negligent acts or omissions by myself, or any officer, deputy, volunteer, employee, or agent of the Seminole County Sheriff's Office. This waiver is specifically intended to include, but is not limited to, claims for strict liability, breach of warranty, failure to warn, or any other theory of liability whatsoever, even if due to the Negligence or Gross Negligence of the Sheriff, the Seminole County Sheriff's Office, his agents, officers, deputies, volunteers and employees. I hereby assume all risk of personal injury and death, whether known or unknown, inherent in my participation in the PAT, including but not limited to all injuries or death which may occur with full knowledge of the dangers associated therewith.

## **3. Indemnification and Promise Not to Sue.**

I agree and promise that neither I nor anyone on my behalf will ever sue or bring any other legal action or claim against the Sheriff, the Seminole County Sheriff's Office, its agents, deputies, officers, volunteers, and employees, for anything related to my participation in the PAT. I hereby agree to indemnify and do hold harmless the Sheriff, the Seminole County Sheriff's Office, its agents, deputies, officers, volunteers, and employees from any and all claims, demands, and causes of action of every kind and nature arising from my participation in the PAT. I further agree that if I or anyone else files any claim against the Sheriff, the Seminole County Sheriff's Office, its agents, deputies, officers, volunteers, or employees, arising out of my participation in the PAT, I will defend, indemnify and reimburse the Sheriff, the Seminole County Sheriff's Office, its agents, deputies, officers, volunteers and employees for any judgment, court costs, expenses, and reasonable expert and attorney fees regardless of who prevails.

## **4. Entire Agreement.**

This Hold Harmless, Release, and Indemnification Agreement, supersedes any other statement, agreement, or representation, written or oral, concerning my participation in the PAT.

## **5. Parties Bound.**

This Agreement is binding upon and inures to the benefit of the Sheriff, the Seminole County Sheriff's Office, its agents, deputies, volunteers and employees and the Participant and their successors and assigns. I specifically and unequivocally intend this Agreement to be legally binding upon me, my heirs, executors, administrators, attorneys and assigns. This agreement is contractual and not a mere recital.

**6. Authority to Contract.**

I affirm that I am competent to enter into and be bound by this agreement; that I have read and understand this Hold Harmless, Release and Indemnification Agreement in its entirety; that I have not been induced to sign this agreement by any promise or representation; and that I sign it voluntarily and of my own free will. I further affirm that this waiver is knowingly and voluntarily made after due consideration, and after having been allowed to fully consider the effect and consequences of this waiver; that I have had the opportunity to have this agreement reviewed by my own attorney and to discuss same with my attorney, and after having done so, or after deciding of my own free will not to do so, that I do freely execute this agreement.

**7. Governing Law.**

The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

I HAVE READ THIS HOLD HARMLESS, RELEASE, AND INDEMNIFICATION AGREEMENT, AND BY SIGNING, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND AGREE TO THE ABOVE, WITHOUT EXCEPTION.

**AGREED and ACCEPTED;**

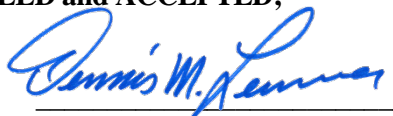
By: \_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail

**AGREED and ACCEPTED;**

By:  \_\_\_\_\_  
Dennis M. Lemma, Sheriff  
Seminole County Sheriff's Office

\_\_\_\_\_  
Date