

# STATE OF MINNESOTA

DEPARTMENT OF PUBLIC SAFETY

MINNESOTA STATE PATROL and SOUTH METRO PUBLIC SAFETY TRAINING FACILITY

## WAIVER OF LIABILITY AGREEMENT

***This Agreement is entered into between the State of Minnesota, South Metro Public Safety Training Facility (herein State/SMPSTF) and \_\_\_\_\_ (hereinafter Participant).***

WHEREAS, the State/SMPSTF conducts training programs to study and observe the effects of alcohol on participants;

WHEREAS, the State/SMPSTF provides alcohol to participants who agree to consume it as part of the training program;

WHEREAS, the above-named participant agrees to consume alcohol provided by the State as part of a training program conducted on June 12 or June 13, 2019.

WHEREAS, Participant understands that alcohol impairment and/or intoxication may occur as a result of participation and consumption of alcohol during the training program;

WHEREAS, Participant will be required to submit to alcohol testing and various other physical and mental dexterity tests as part of the training program;

WHEREAS, Participant represents that he/she is in good physical health and is unaware of any physical or mental condition which would preclude participation in the program;

WHEREAS, Participant understands that, as a condition of participation in the program, the Participant must refrain from operating a motor vehicle as defined by Minn. Stat. 169.01, subd. 3 (Supp. 1993) for a period of 12 hours after consuming alcohol as part of the training program;

NOW THEREFORE, in consideration of being permitted to participate in the above-referenced training program, it is agreed as follows:

### **RELEASE:**

Participant does hereby irrevocably, personally, and for his or her heirs, assigns, and legal representatives, release and waive any and all past, present or future claims, demands, and causes of action which the undersigned now has or may in the future have against the State of Minnesota and South Metro Public Safety Training Facility in Edina MN (State/SMPSTF), their members, representatives, officers, agents, employees, and each of them, for any and all past, present, or future loss of or damage to property and/or bodily injury, including death, however caused, including negligence, resulting from, or arising out of, or in any way connected with the aforementioned training program.

### **HOLD HARMLESS/INDEMNITY:**

Participant covenants not to cause any action at law or in equity to be brought or permit to be brought on his or her behalf, either directly or indirectly, on account of loss or damage to property and/or bodily injury, including death, against the State/SMPSTF however caused,

including negligence resulting from, arising out of, or in any way connected with the aforementioned training program, and agrees to save, indemnify, hold harmless, and defend at his or her sole expense, the State/SMPSTF from any claims, demands, and causes of action which now or in the future be asserted against the State/SMPSTF arising out of or by reason of said training program described above, including any incident, injury, loss, or damage that might occur at any place in connection therewith.

**ASSUMPTION OF RISK:**

Participant further states and affirms that he or she is aware of the fact that the aforesaid training program, even under the safest conditions possible, may be hazardous; that he or she assumes the risks of any and all loss of or damage to property and/or bodily injury, including death, however caused, including negligence, resulting from, arising out of, or in any way connected with the aforementioned training program; the he or she is of legal age to consume alcohol and is competent to sign this Waiver of Claims and Release from Liability; and that he or she has read and understands all of the provisions herein contained.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Designated Driver

\_\_\_\_\_  
Phone Number

**NOTE: All participants must arrange for a designated driver (DD) for transportation home at the end of this exercise (session ends between 8:30 – 9 PM). The name of DD will be requested upon participant's arrival at the training site.**