

Triton Community College
Public Service Physical Agility Program
Release and Indemnity Agreement

The Public Service Physical Agility (PSPA) testing program has been designed and established to provide those seeking employment with public service agencies, specifically law enforcement agencies, an opportunity to pre-certify for the Illinois State Police Officer Wellness Evaluation Report (POWER) Test. Many agencies use a similar physical agility or ability testing to determine pre-service eligibility of candidates seeking employment. The Public Service Physical Agility (PSPA) does not replace the state's POWER test, or any other physical agility test that may be administered by a potential employer, but assists in determining an individual's physical ability to adequately perform upon admission to a participating training program.

Participation in the Public Service Physical Agility (PSPA) testing will require the use of facilities and equipment owned by Community College District 504, commonly known as Triton College. Given the physical nature of the PSPA program, participation includes certain inherent risks of injury. By choosing to participate in this program, I accept these inherent risks and agree to the terms and conditions set forth below.

Name

Semester and section number

I, _____, as a student/participant enrolled in the Public Service Physical Agility (PSPA) testing program, hereby agree to the following terms and conditions for participation in the physical agility testing program at Triton College. It is strongly suggested that participants consult with their doctors before engaging in any program or activities available at the facilities. My initials after each statement are evidence that I have read and agreed to the terms.

The undersigned participant acknowledges the existence of risk in connection with this physical agility testing process and all associated activities. The undersigned participant assumes such risks and agrees to accept the responsibility for any injuries sustained by his/her use of the facilities and/or its equipment, including, but not limited to, the areas:

- Use of exercise equipment;
- Participation in unsupervised activities made available as a part of the PSPA program;
- Use of the indoor track;
- Participation in other individual or group exercise or sport activities;
- Any injuries or medical disorders that may arise through use of the facilities; and
- Accidents that may occur on or in the facilities.

Initials

I am of good health and physically able to participate in all the requirements of the public service physical agility testing program for which I am enrolled.

Initials

If I am participating in an instructor led activity, I have advised the instructor of any health conditions that may limit my ability to fully participate in PSPA testing programs including, but not limited to musculo-skeletal conditions, pregnancy, asthma, or other respiratory conditions, chronic illness or any other conditions which may require doctor's care. I understand that I have a continuing obligation to advise the instructor of any health conditions that may arise during the course.

Initials

If I have any health conditions that may limit my ability to fully participate in PSPA testing, I have provided a note from my physician or medical provider verifying that I am able to safely participate in the PSPA test. I understand that Triton College will maintain confidentiality for any information received from a physician or medical provider.

Initials

I understand that I am required to review and accept the terms of this waiver, release indemnity agreement prior to participation in any activity related to PSPA training or testing at Triton College.

Initials

I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action related to the PSPA training and testing program and use of the athletic facilities at Triton College for personal injury, property damage or wrongful death occurring wherever or however the same may occur and the undersigned does for him/herself his/her heirs, executors, administrators and assignees hereby release, waive, discharge and relinquish any action or cause of action aforesaid, which may hereafter arise for him/herself and for his/her estate and agrees that under no circumstances will he/she or his/her heirs, executor, administrators and assignees prosecute, present any claim for personal injury, property damage or wrongful death against Triton College of Cook County or any of its officers, agents, servants, employees or student trainees for any of said causes of action, whether the same shall arise by negligence of any of said persons or otherwise. IT IS THE INTENTION OF..... BY THIS INSTRUMENT TO EXEMPT AND RELIEVE TRITON COLLEGE OF COOK COUNTY OF LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

Initials

The undersigned for his/herself his/hers executor, administrators or assignees agrees that in the event any claim for personal injury, property damage or wrongful death related to physical education courses or use of the athletic facilities shall be prosecuted against TRITON COLLEGE OF COOK COUNTY, he/she shall indemnify and save harmless, including reasonable attorney's fees and costs, the same TRITON COLLEGE OF COOK COUNTY from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

Initials

The undersigned further acknowledges the existence of and need for certain rules concerning the use of Triton College equipment, facilities and other procedures related to PSPA activities at Triton College. The undersigned agrees to abide by those rules and make every effort to assure that the equipment and facilities are kept in a safe and usable condition. Any violation of the rules regarding proper use of the Triton College facilities may result in discipline, up to and including suspension or expulsion from the PSPA training and testing program.

Initials

The undersigned acknowledges that he/she has read the foregoing paragraphs and is fully aware of the legal consequences of signing the within instrument.

Dated this _____ day of _____, 20____

Print Name

Participant's Signature

If participant is under 18 years old signature of parent is required for participation

Parent/Guardian Name

Parent/Guardian Signature