

WAIVER OF LIABILITY FOR:
PARTICIPANTS, SPONSORS/VENDORS, VOLUNTEERS
CONNECTICUT SWAT CHALLENGE 2023
PLEASE READ CAREFULLY BEFORE SIGNING

Section One: Individual Waiver

In consideration of the opportunity to participate/volunteer/attend as sponsor/vendor in CONNECTICUT SWAT CHALLENGE held in West Hartford, East Granby and South Windsor, Connecticut I, _____,

(Individual participant name)

an agent or employee of _____, do hereby agree to the terms

(Agency name)

listed below.

I understand and acknowledge the inherently dangerous nature of SWAT activities, including the use of live ammunition. I affirm that I have been told that the activities involved in the Connecticut SWAT Challenge are highly demanding and only the fittest individuals should attempt to complete them. I further affirm that I have no pre-existing injuries that could be aggravated by participating in these activities. I also affirm that I have been advised to participate in these activities only after viewing all the obstacles and understanding that during physical exertion the use and handling of firearms of any type can lead to injury which not caused by the parties hosting, running or sponsoring this event in any way. I have been provided with a course description and understand that it contains movements and actions that are on their face, demanding even for the fittest of competitors. I agree that I will operate under all applicable laws and all policies for safe weapon handling established by my agency or any of the Indemnified Parties listed in the next paragraph at all times while I am on their respective premises. I attest that I have been provided with a copy of those policies and have read them. With full knowledge of the foregoing, I hereby assume all risk of personal injury (including death) and/or property damage or loss, from whatever cause, which may arise from my participation in or attendance at the Connecticut SWAT Challenge.

I also understand that the following entities have donated time, effort and the use of their property in connection with the Connecticut SWAT Challenge event: Our Heroes Fund, The Connecticut SWAT Challenge, the Hartford Gun Club of East Granby, Connecticut; Gershon Eichorn Up Realty LLC/1060 Main LLC, East Hartford CT, the Town of East Granby, Connecticut (including the East Granby Police Department); The State of Connecticut, The Connecticut State Police, the Metropolitan District Commission and the Connecticut SWAT Challenge Committee. Hereinafter these entities are identified as “the Indemnified Parties.”

To the fullest extent permitted by law, I hereby agree to indemnify, defend and hold harmless the Indemnified Parties together with their respective employees, officers, officials, volunteers, agents and representatives from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorney's fees for trial and appeal, arising from or connected in any way with my participation in or attendance at the Connecticut SWAT Challenge. I agree this provision includes, but is not limited to any claims based on negligence, action, or inaction by any of the Indemnified Parties, employees, officers,

officials, volunteers, agents and/or representatives.

I further understand and agree that one of the primary objectives of the Connecticut SWAT Challenge is to foster *safe* SWAT procedures and techniques. In furtherance of that objective, I understand and agree that my participation in, or attendance at the Connecticut SWAT Challenge may be terminated at any time by a representative of the Connecticut SWAT Challenge Committee.

I have signed this waiver voluntarily.

Signature of Participant: _____

Print Name: _____

Date: _____

Address: _____

Telephone*: _____

Section Two: Agency Authorization/Waiver

As the duly authorized representative of _____,
(Agency name)

I hereby acknowledge and represent that the individual named in section one of this document is an employee of this agency and that his/her participation in the Connecticut SWAT Challenge arises out of, and in the course of his/her employment by this agency.

To the fullest extent permitted by law, this agency hereby agrees to indemnify, defend and hold harmless the Indemnified Parties identified in section one of this document together with their respective employees, officers, officials, volunteers, agents and representatives from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorney's fees for trial and appeal, arising from or connected in any way with this individual's participation in or attendance at the Connecticut SWAT Challenge. The agency agrees this provision includes, but is not limited to any claims based on negligence, action, or inaction by any of the Indemnified Parties, employees, officers, officials, volunteers, agents and/or representatives and further includes but is not limited to claims pursuant to Connecticut General Statutes §31-293 and/or §31-293a or their successor provisions.

Additionally, this agency agrees to maintain insurance coverage throughout the duration of the Connecticut SWAT Challenge. It's agreed that the scope and limits of the insurance specified are minimum requirements and shall not limit or exclude the Indemnified Parties from additional limits or coverage provided under each policy. Said policies shall be primary and non-contributory and include a Waiver of Subrogation in favor of the Indemnified Parties. All required policies (with the exception of Workers' Compensation) shall name the Indemnified Parties as an additional insured. The agency shall provide a certificate of insurance signed by a person authorized by the insurer prior to the event in compliance with the required coverage types and amounts:

- 1) Commercial General Liability:
\$5,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Policy shall be endorsed to include Law Enforcement Liability.

- 2) Automobile Liability and Physical Damage Coverage:
\$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorist coverage and \$1,000 medical payments. Policy shall include collision and comprehensive coverage.

- 3) Workers' Compensation:
Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut. Coverage B / Employer's Liability: limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

- 4) Personal Property:
The agency agrees to assume all risk of property damage or loss to personal property of the agency and its employees from whatever cause which may arise from the participation in or attendance at the Connecticut SWAT Challenge.

Name of Agency _____
Signature of Authorized Representative: _____
Print Name: _____
Date: _____
Address: _____
Telephone*: _____