**Texas Department of Public Safety**

**Release of Liability and Assumption of Risk**

State of Texas

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration of being allowed to participate in the Texas Department of Public Safety (“TXDPS”) Tactical Medical Officer Program (“Program”), I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, execute this Release of Liability and Assumption of Risk (“Release”) binding my heirs, executors, administrators, personal representatives, next of kin, and assigns, and do hereby release, waive, discharge, and will not hold liable TXDPS, its officers, agents, and employees, and the State of Texas from any and all actions, causes of action, expressly including negligence, claims, demands, costs, or damages arising from or resulting from property damage, personal injuries, or death sustained by me or my property while participating in the Program, regardless of the sole, joint, or concurrent negligence, negligence per se, gross negligence, strict liability, regulatory or statutory liability, tort theory, act, omission, fault, or failure to act by TXDPS, its officers, agents, and employees, and the State of Texas while I am participating in the Program in any capacity.

I further agree, binding my heirs, executors, administrators, personal representatives, next of kin, and assigns, to indemnify, hold, and save harmless TXDPS, its officers, agents, and employees, and the State of Texas from any liability, action, claim, damage, award, or judgment incurred or suffered by the State or individuals as a result of any act or omission by me or caused in whole or in part by me while participating in the Program whether or not also caused in part by a person indemnified hereunder.

In addition, I make the following representations and acknowledgments upon which I intend TXDPS to rely:

1. While participating in this Program, I am not an agent, servant, or employee of TXDPS or the State of Texas and therefore, am not covered by the State of Texas for any workers’ compensation, death, or disability benefits.
2. I may, on occasion, ride in a vehicle as part of my participation in the Program. Riding in a vehicle is an inherently dangerous activity and I will at unpredictable times be placed in both foreseeable and unforeseeable positions of potential danger and agree that neither TXDPS, the State of Texas, nor any of its officers, agents, or employees shall be obligated to take any steps or actions to protect my person or provide a means of withdrawal or retreat for me, and I hereby release them of any duty to do so, intending hereby to willfully and voluntarily assume all risk inherent in any situation and under any circumstances that may arise incident hereto;
3. TXDPS, its officers, agents, and employees, and the State of Texas make no representation or warranty regarding the skill, experience, or driving record of the driver of any vehicle or fitness of any vehicle;
4. My participation in this Program is a privilege subject to revocation at any time by TXDPS;
5. This Release does not constitute a waiver by TXDPS, its officers, agents, and employees, and the State of Texas of any immunity or any other defenses provided by applicable law; and
6. I have carefully read this Release and sign this Release of my own free will and accord, without reliance of any representation of any kind or character by TXDPS, its officers, agents, and employees, and the State of Texas which is not expressly set for this in Release. I am legally competent to execute this Release and I understand that I have the right to consult with a lawyer prior to signing this Release.

This Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. If any portion of this Release is held to be invalid, unenforceable, or illegal in any respect, such provision shall be fully severable, and the remainder of this Release shall remain valid and in full force and effect.

This Release contains the entire agreement regarding the release of liability and assumption of risk. This Release shall be governed by the laws of the State of Texas. Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation regarding this Release shall be in Travis County, Texas. I shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or claims arising under this Release.

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Signature Date

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Printed Name