



# Statement of Completion of Background Investigation & Liability Waiver

**SUBMIT THIS FORM ANY TIME AFTER FEBRUARY 6, 2017 BUT NO LATER THAN JUNE 30, 2017 AT NOON TO SECURE ADMISSION TO 104<sup>th</sup> BASIC TRAINING CLASS PENDING SUCCESSFUL COMPLETION OF THE ENTRANCE FITNESS EXAM AND ATTENDANCE AT ORIENTATION. FAILURE TO DO SO WILL RESULT IN FORFEITURE OF THE APPLICANT'S SEAT.**

**EMPLOYING AGENCY:** \_\_\_\_\_

**APPLICANT NAME:** \_\_\_\_\_ **DOB:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
LAST FIRST MIDDLE

### TO BE READ AND SIGNED BY EMPLOYING AGENCY HEAD

The applicant has successfully passed a thorough, comprehensive background and character check, which includes FBI fingerprint submission and polygraph exam. The polygraph must have been administered on behalf of the hiring agency or another Vermont police agency within two years of entry into Basic Training.

**Date of Fingerprinting:** \_\_\_\_\_

**Date of Polygraph:** \_\_\_\_\_

I have attached a complete VCJTC MEDICAL EXAMINATION form, completed no more than 6 months prior to entry in to the Academy by a licensed physician, physician's assistant, or nurse practitioner.

I certify that the applicant named above meets the minimum entry standards for the Vermont Police Academy's Basic Training program for Level-III Law Enforcement Officers in accordance with the Vermont Criminal Justice Training Council Rule 17. The applicant has been or will be appointed as a Level-III Law Enforcement Officer with an effective date of \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

**ATTEST** \_\_\_\_\_  
Signature of Agency Head Date

### VCJTC STAFF USE ONLY

**Physical Fitness Assessment** (must satisfactorily complete a physical fitness test and attain a minimum level of fitness as prescribed by the Council, 40% percentile): **Date of Assessment:** \_\_\_\_\_

**Training Release, Waiver and Indemnification for *applicants***

This release is made by \_\_\_\_\_, DOB \_\_\_\_\_ of the Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

I, on my behalf and on behalf of my heirs, next of kin, executors, administrators, estate, agents, and assigns, and representatives of any nature whatsoever, for and in consideration of being accepted as a student of the Vermont Policy Academy do hereby WAIVE AND RELEASE the State of Vermont, the Criminal Justice Training Council, the Vermont Police Academy, and all of their agents, employees, former employees and representatives from all demands, damages, actions, causes of action, suits and claims of any nature whatsoever, that I or my heirs, next of kin, executors, administrators, estate, agents, and assigns and representatives of any nature whatsoever, might otherwise have on account of death or injuries, both to person and to property, whether foreseeable or not, which may occur, directly or indirectly, or develop at any time in the future, as a result of my activities and association in the weapons classes, firing exercises and all other instruction and participation in the activities of the Vermont Police Academy.

I, the undersigned, have read this release in its entirety and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

In witness whereof I have executed this release on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

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

At Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, personally appeared and acknowledged the above instrument, sealed and subscribed by him/her, to be his/her own free act and deed and made with full knowledge of its significance.

Before Me, \_\_\_\_\_  
Notary Public

**Training Release, Waiver and Indemnification for *Employer***

In consideration of the training to be received by its employee, the law enforcement agency does hereby enter into this release from liability and indemnification agreement.

Intending this agreement to be legally binding on the Law Enforcement Agency, its employees, administrators, and assigns, the law enforcement agency hereby waives, releases, and holds harmless the State of Vermont, the Criminal Justice Training Council, the Vermont Police Academy, and all of their agents, employees, former employees and representatives from all claims, demands, rights, causes of action and judgments of whatsoever kind and nature, arising from and by reason of death, physical or mental injuries and consequences thereof which may be suffered by its employee during the above-referenced Vermont Police Academy training program including physical fitness testing.

The law enforcement agency also hereby agrees to indemnify and hold harmless the State of Vermont, the Criminal Justice Training Council, the Vermont Police Academy, and all of their agents, employees, former employees and representatives from any and all claims made by any other party or entity arising from its employee's participation in the above-referenced Training provided by the Vermont Policy Academy.

The law enforcement agency recognizes that the failure to fully accept the terms and conditions of this waiver may result in its employee being refused admittance into the training program.

As the signatory below, I hereby represent and warrant that I have the right, power, and authority to enter into this agreement, that I have taken all requisite action to approve execution, delivery, and performance of this agreement, and that this agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

\_\_\_\_\_  
Signature of Agency Head

\_\_\_\_\_  
Date

At Town of \_\_\_\_\_, County of \_\_\_\_\_, state of \_\_\_\_\_, personally appeared and acknowledged the above instrument, sealed and subscribed by him/her to be his/her own free act and deed and made with full knowledge of its significance.

Before Me, \_\_\_\_\_  
Notary Public