**Victor Valley College Police Department**

**Wavier and Release Agreement Retired Officer Firearms Qualification**

Name of Retired Peace Officer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID No.: \_\_\_\_\_\_\_\_\_\_\_\_

I am a retired peace officer of the Victor Valley College Police Department and have read the federal requirements as described in the Law Enforcement Officers Safety Act (18 U.S. Code 926 C).

I have read the State of California requirements to carry a concealable firearm as it pertains to a retired peace officer (Penal Codes 25450, 25455, 25460, 25475, and 26305).

I recognize that the Victor Valley College Police Department is not legally required to provide me with firearm instruction or access to a firearm qualification course. In consideration of my participation in any Victor Valley College Police Department firearms instruction of firearms qualification course, I agree as follows:

\_\_\_\_\_\_ I agree to indemnify, defend, and hold harmless Victor Valley College, its directors, management, employees, agents, and representatives, from any bodily injury, property damage, or claims (including all legal costs incurred by the College) to the extent caused by my own negligent actions or willful misconduct while participating in the Victor Valley College Police Department firearm qualification and training courses; whether in class or while at the firearm training range. I further waive any claims or damages against the Víctor Valley College, its Police Department, it agents, representatives or employees, for any and all injuries suffered by me while participating in the training and qualification process. I will not, however, be liable for any gross negligence or willful conduct caused by the Victor Valley College, its Police Department, employees, trainers, representatives, or agents.

\_\_\_\_\_\_\_I further agree that participation in the firearm qualification course and use of its firearm training range is an inherently dangerous activity and I fully accept responsibility for those risks that could result in death, dismemberment, or other serious bodily injury and I accept such risks on a voluntarily basis.

\_\_\_\_\_\_ Further, I herby specifically agree to indemnify, defend, and hold harmless the Victor Valley College Police Department, its trainers, agents, representatives, or employees, from any and all liability, damages, or claims resulting from my

carrying and/or use of any firearm or weapon under the Law Enforcement Officers Safety Act of 2004, including but not limited to, civil litigation.

\_\_\_\_\_\_\_I further agree I will not carry or use any firearm or weapon if I have consumed alcohol or used prescription or non-prescription drugs that could impair my judgement or physical abilities.

\_\_\_\_\_\_\_\_I further agree to use and abide by the best practices of a CCW permit holder; including but not limited to the proper handling and storage of firearms, registration of firearms, preventing children from gaining access to my firearm(s), and properly identifying myself and providing a “firearm on my person” alert notice should any peace officer make contact with me.

\_\_\_\_\_\_\_ I further agree to follow at all times the Victor Valley Police Department’s use of force policies and procedures should I believe I need to use my firearm to prevent a dangerous criminal activity or to protect the lives of others or myself.

\_\_\_\_\_\_\_\_ I further agree that should I draw my firearm or use my firearm to prevent a dangerous criminal activity or to prevent the loss of life, I will immediately notify the Victor Valley Police Department.

\_\_\_\_\_\_\_ I agree that should I fail to meet any of the provision set forth here that my CCW is subject to revocation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Retired Peace Officer Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date