



Informed Consent, Accident Waiver, and Release of Liability  
Active Shooter Full Scale Exercise

Eastern Kentucky University, along with the Madison County Emergency Management Agency, is facilitating an Active Shooter Full Scale Exercise on Tuesday, July 25<sup>th</sup>, 2017, from 9AM to 1PM. This informed consent informs the volunteers participating in this exercise of the parameters of the exercise and what can be expected.

The Federal Bureau of Investigation identified 160 active shooter incidents that occurred in the United States between 2000 and 2013. If and when one of these events happens in our community, it will be important for local Law Enforcement, University Personnel, and other Emergency Responders to be prepared. This exercise is designed to help with that preparation.

Volunteers are being asked to carry out the role of students and others who might be involved in an active shooter situation. Volunteers (and their parents/guardians if under age 18) should understand that the scenario will be as realistic as possible (while instituting safeguards to preclude using live ammunition). Thus, there will be a mock shooting, with volunteers taking on the role of victims, and others, expected to be present at a University, during a targeted violence attack, and the subsequent response. Real weapons may be displayed and blank ammunition may be fired. No live ammunition, tasers, blades, batons, or chemical weapons will be permitted inside the exercise area. There will be physical demands placed on the volunteers including running, quick movements, evasive actions, and other maneuvers that could lead to slips, trips and falls. There will be mental stress introduced during the exercise which the volunteers should be prepared for, including being shouted at by hostile gunmen, and being ordered to take actions by police officers. Although safety precautions will be undertaken, mental, emotional, and physical injury may still result. This is a voluntary exercise. There is no requirement or expectation of participation. Potential volunteers are encouraged to give serious consideration to any factors that may lead them to have a strongly negative reaction, including, but not limited to, any physical or mental health conditions that would increase the risk of injury upon exposure to a simulated life-threatening situation. Bystanders not wishing to voluntarily participate will be asked to stay clear of the exercise area during the exercise.

The exercise will be recorded by the officials involved but any other recording or photographs are expressly prohibited. Volunteers may not bring cameras or camera phones or any type of recording device to the exercise. Volunteers will be expected to follow scripts and to obey the Exercise Director as well as his/her designees (Controllers, Evaluators, Safety Officers).

**Safety Rules:**

- 1) No weapons are permitted inside the exercise area. This includes no firearms, no ammunition, no tasers, no knives, no batons/clubs, and no chemicals. (Note – Responding Police may carry inert, simulated, or actual firearms, but they shall be cleared, checked, and rendered safe, with no live ammunition permitted).
- 2) For Exercise Purposes, and for your safety and the safety of others, volunteers for the Active Shooter Exercise on July 25th, shall not attempt to fight an attacker during the exercise. The available response options, for volunteers during this exercise, are Evacuate or Run (or) Hide Out or Hide, with NO Take Action (or) Fight being appropriate for the exercise.
- 3) Any communication that volunteers have with anyone outside of the immediate exercise area shall be preceded with the words “Exercise” “Exercise”. (Note – This is meant for non-face-to-face communication with individuals or groups outside the exercise area [e.g. When making 9-1-1 calls]. Any person within the exercise area is presumed to know that this event is an exercise)
- 4) If an actual emergency exists, or a dangerous situation is observed, and exercise play must be stopped, the commands “Wash Out” or “Real World” shall be used to stop exercise play. Any person may order a stop of the exercise if they become aware of an emergency condition or dangerous situation in the exercise area.
- 5) The exercise area includes: Coates Building, Jones Building, Jones Lot, Crabbe Street Lot, Foster Building, Campbell Building, Burrier Building, Roark Building, Memorial Science Building, Moore Building, Cammack Building, Blanton House, and the Ravine (Note – See the attached Exercise Map).



I acknowledge that this event could potentially be a test of a person’s physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, conditions of participants, lack of hydration, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, observers, exercise officials, exercise monitors, producers of the event, and acts of God. These risks are inherent to all participators, including volunteers. I hereby assume all of the risks of participating and/or volunteering in this exercise. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled, by them, or because of their possible liability without fault.

I certify that I am in good physical condition to sufficiently participate in this exercise and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability form will be used by Eastern Kentucky University to govern my actions and responsibilities at this exercise.

In consideration of my application and permitting me to participate in this exercise, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter occur to me including my travel to and from this event, Eastern Kentucky University; its directors, officers, employees, representatives, event holders, and event volunteers; (B) Indemnify and Hold Harmless, and Agree Not To Sue Eastern Kentucky University or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this exercise, whether caused by the negligence of releases or otherwise. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this event.

I understand that at this exercise, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by Eastern Kentucky University.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I acknowledge that this Accident Waiver and Release of Liability form will be used by the persons or entities being released in the exercise and that it will govern my actions and responsibilities in the exercise.

I hereby certify that I have read this document; and, I understand its content. I am aware that this is a release of liability as well as a contract and I sign it of my own free will.

\_\_\_\_\_
Print Participant’s Name

\_\_\_\_\_
Age

\_\_\_\_\_
Signature (If under 18 years old, Parent or guardian must also sign)

\_\_\_\_\_
Date

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and/or legal guardian does hereby represent that he/she is, in fact, acting in such a capacity and is fully responsible and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

\_\_\_\_\_
Print Participant’s Name

\_\_\_\_\_
Age

\_\_\_\_\_
Signature of Parent or Guardian

\_\_\_\_\_
Date