

## **POLICE DEPARTMENT**

**Town of Linn** W3728 Franklin Walsh St, Zenda, WI 53195 Phone: (262) 275-6194 www.townoflinnpolice.com

### LATERAL POLICE OFFICER INFORMATION PACKET AND EMPLOYMENT APPLICATION

The Town of Linn accepts for employment and promotes its employees without regard to perceived or actual race, color, religion, sex, national origin, sexual orientation, age, marital status, military status, physical or mental handicap unrelated to ability to perform the essential job functions or any other status or class protected by federal, state, or local law. The Town of Linn Police Department bases its hiring practices and promotions on merit, experience, education, and other qualifications applied to all applicants and in accordance with the principles of equal employment opportunity and as required by any other applicable federal, state, or local law. The Town of Linn complies with the Americans with Disabilities Act (ADA). Persons needing accommodations in the recruitment process should notify the Town of Linn Human Resources Department in advance.

All information contained in or connected with your application will be considered personal and confidential and used only in conjunction with your possible employment by the Town of Linn.

An applicant may be disqualified from further processing if he/she intentionally makes a false statement of a material fact, practices or attempts to practice any deception or fraud in his/her application process, or examination for appointment. Any false statements will be considered sufficient cause for dismissal. Any misrepresentation whether actual or by omission may disqualify you for consideration of employment by the Town of Linn.

#### See the Minimum Requirements and Qualifications

You cannot be considered for the position unless you meet these requirements.

Any questions concerning the employment process should be directed to the Town of Linn Police Department, attention Chief Jon Albrecht, W3728 Franklin Walsh St, (262) 275-6194 x32.

#### **Minimum Requirements and Qualifications**

Applicants for certified eligible Police Officer Appointments must meet the following minimum qualifications and requirements at the time of applications:

- United States Citizen
- Have been employed, whether currently or in the past, for at least (1) year as a full-time, sworn law enforcement officer by Federal, State, County, or local law enforcement agency in which they served. Applicants must be in good standing with the agency in which they

served. (Part-time certifications as a law enforcement officer does not meet this requirement).

- Individuals must be at least 21 years old.
- Education Must possess a high school diploma or equivalent and sixty (60) college credits from an accredited University or College.
- Certified or certifiable (through reciprocity examination) by the Wisconsin Law Enforcement Standards Board.

#### Selection Process

#### Each phase of the process is pass/fail and required to proceed to the next.

- Review of application materials.
- Interview.
- Background investigation.
- Post-offer examinations, including but not limited to psychological assessment; medical examination; functional capacity evaluation; and drug screening.

#### Lateral Transfer Police Officer Candidate Pool

- A lateral transfer Police Officer candidate pool will be stablished from qualified applicants that submit the required application materials.
- Inclusion in the lateral transfer candidate pool shall be based upon the relative excellence of the applicants.
- The candidate list of lateral transfer Police Officers will be maintained by department personnel.
- If the selection process identifies applicants who have certain knowledge, skills and abilities that make those applicants more desirable for the position sought to be filled, the Town of Linn Board may choose to appoint those applicants.
- Applications will be valid for one year from the date of acceptance by the Town of Linn. Such applications for lateral transfer will be acceptable as needed and determined by the Town.

#### Town of Linn Job Description

#### **Position Title: Police Officer**

## Classifications: Full-Time

#### **Reports To:** Chief of Police

**Job Summary:** The position of Police Officer is the entry level rank in the Department and shall be a non-exempt employee and may choose to be a member of the collective bargaining unit.

Under general supervision, the Police Officer performs a wide variety of duties including the enforcement of laws and the prevention of crimes; controls traffic flow and enforces state and local traffic regulations; issues citations; participates in and conducts a variety of criminal investigations; makes arrests; provides support and assistance to special crime prevention and law enforcement programs; and performs a variety of technical and administrative tasks in support of law enforcement services and activities.

#### **Essential Duties and Responsibilities**

- Patrol designated areas of the Town to preserve law and order, discover and prevent the commission of crimes, and enforce traffic and other laws and ordinances; protect real and personal property by providing security checks of residential, business, and public premises; maintain awareness of and remains alert for wanted suspects, known criminals, stolen vehicles, missing persons, traffic violators, and crimes in progress; issue warnings and citations.
- Respond to calls for the protection of life and property, the enforcement of laws and ordinances, public service calls, and complaints including those involving automobile accidents, traffic hazards, misdemeanor and felony incidents, domestic disturbances, property control, civil complaints, and related incidents; investigate complaints and takes appropriate action, which may include the use of deadly or nondeadly force; use sound judgment under adverse, stressful conditions.
- Conduct investigations at scenes of incidents to which summoned, or incidents observed; determine what, if any, crime has been committed; identify, collect, preserve, process, and book evidence; locate and interview victims and witnesses; identify and interrogate suspects.
- Work in partnership with the Municipal Court Officer and District Attorney's Office to obtain and file local and criminal complaints on arrested subjects.
- Prepare and serve search and arrest warrants; apprehend and arrest offenders for crimes committed under state and local laws and codes; control and mitigate people under the influence of drugs or alcohol or other potentially hostile situations.
- Serve as liaison and public relations officer to the public; establish and preserve good relationships with the public; answer questions from the public concerning local and

state laws, procedures, and activities of the department; make presentations before a variety of public groups to promote crime prevention activities and to enhance public understanding of Police activities.

- Contact and cooperate with other law enforcement agencies in matters relating to the apprehension of offenders and the investigation of offenses; may respond to requests for assistance from agencies outside the Town for mutual aid in the suppression of civil disturbances, apprehension of criminals, or other related requests.
- Participate in continuous training to enhance law enforcement skills including firearms proficiency, defensive driving skills, apprehension and arrest techniques, investigative skills, and general law enforcement skills.
- Perform a variety of administrative and other types of duties in support of law enforcement services, programs, and activities; attend meetings; maintain and calibrate specialized equipment including preliminary alcohol screening devices.
- Initiate and complete reports, legal documents, and other required paperwork; prepare a variety of reports including those on activities, operations, arrests made, and unusual incidents observed; prepare investigative reports and case information.
- Testify in courts and at hearings; prepare and present case evidence; respond to mandatory court calls during irregular hours.
- Direct traffic at fires, special events, and other emergency situations; provide traffic and crowd control at events; provide security at Town Board meetings and other Town functions.
- Enforce parking regulations; issue citations; request vehicles to be towed that are in violation of codes.
- Perform related duties as required.

#### **Experience and Qualifications**

- Sixty (60) credits from an accredited University or College.
- Certification by the Wisconsin Law Enforcement Standards Board (successful completion of a Wisconsin Basic Law Enforcement Recruit Academy.
- As established by the Wisconsin Department of Justice Training and Standards Board and the Town of Linn.

#### **Physical Demands/Work Environment**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Town of Linn has adopted the following physical demands for all sworn Police Officers: standing, walking, sitting, lifting/carrying (Max. an injured or ill individual), pushing, pulling, pulling hand-over-hand, climbing stairs, climbing – use of legs/arms, balancing, stooping, kneeling, repeated bending, crawling, reaching high/low/level, finger movement/repetitive, repetitive twisting or pressure involving wrists or hands, both hands required, both legs

required, ability for rapid mental/muscular coordination simultaneously, oral communication – ability to speak clearly in English, hearing/conversation, near/far visual requirements, depth perception, color vision: distinguish basic shades, color vision: distinguish basic colors, operation of a police vehicle.

#### Work Hours

The Town of Linn Police Department operates twenty-four hours a day, seven days a week. The Police Officer position will be required to work night, weekends, and holidays and some overtime. The shifts are 8.5 hours in length and follow a 5-on, 2-off, 5-on, 3-off rotating schedule.

#### Wages and Benefits

#### Starting Wage

Lateral transfer Police Officers with at least (1) year as a full-time, sworn law enforcement officer by Federal, State, County, or local law enforcement agency in which they served shall be compensated based on the following wage schedule:

Transfer Years of Service	Effective 1/1/2023		
(1) year of service	Up to \$30.56 hourly		
(2) years of service	Up to \$32.31 hourly		
(3) or more years of service	Up to \$33.60 hourly		

#### Health, Dental, and Vision Insurance

The Town of Linn shall provide surgical and medical insurance, dental insurance, and vision insurance. The Town of Linn will pay eighty-eight percent (88%) of the average premium cost of qualified tier-one health plans in Walworth County Plans with the employee paying the difference, if any. The employee may choose from the following health insurance plans:

#### 2023 Employee Family Health Insurance Rates

Plan	Yearly Premium	Monthly Premium
Dean Health Plan	\$2,582.29	\$352.42
MercyCare Health Plans	\$2,374.74	\$196.48
Quartz Central	\$13,429.42	\$1,119.12
Access Plan – Dean	\$11,485.18	\$957.10

#### 2023 Employee Single Health Insurance Rates

Plan	Yearly Premium	Monthly Premium
Dean Health Plan	\$1,710.62	\$142.55
MercyCare Health Plans	\$962.06	\$80.17
Quartz Central	\$5,390.78	\$449.23
Access Plan – Dean	\$4,612.94	\$384.41

#### Health Savings Account (HSA)

Effective January 1, 2015, and thereafter, the Town shall establish a Health Savings Account (HSA) covering surgical and medical Insurance, dental insurance, and vision insurance for each employee with a bank as designated by the Town.

For 2023 the Town will deposit \$3,000.00 (12 monthly payments) into the HSA for employees enrolled in a family health insurance plan and \$1,500.00 (12 monthly payments) for employees enrolled in a single health insurance plan.

#### Term Life Insurance

The Town of Linn shall provide Wisconsin Group Life Insurance to full-time employees. The Town of Linn shall pay the entire premium for each employee enrolled in the plan. The coverage shall be equal to twenty-five thousand dollars (\$25,000.00) term life insurance.

#### Retirement Contribution (WRS)

The Town of Linn shall make one hundred (100%) percent of the employer contributions and the employee shall make one hundred (100% of the employee contributions toward the Wisconsin Retirement Fund. Each employee shall be a participant in the Wisconsin State Retirement plan as provided by the Wisconsin Statutes and rules promulgated by the Wisconsin Retirement Fund Board.

#### <u>Vacation</u>

One week of vacation shall be provided at the time of hire and during each full year thereafter. The period of vacation earned shall be taken during the following year in which it is earned and prior to the employee's anniversary date. Vacation shall be earned as follows:

During first year	One (1) week.
During second year	Two (2) weeks.
During fifth year	Three (3) weeks.
During tenth year	Four (4) weeks.

#### <u>Holidays</u>

Full time employees shall receive ten (10) paid holidays as follows:

New Year's Day	Memorial Day
Easter	Labor Day
Fourth of July	Thanksgiving Day
Christmas Eve Day	Christmas Day
New Year's Eve Day	Day after Thanksgiving

For those holidays listed above on which an employee does not work, he/she will receive an additional eight and one-half (8½) hours pay. If he/she works, he/she will receive an additional

eight and one-half (8 ½) hours pay, and scheduled work will be paid at the rate of time and one-half (1½).

#### Sick Leave

Each employee shall earn and accumulate 8.5 hours of sick leave with pay at his/her regular rate of pay for each one (1) month of employment. Sick leave may be accumulated on account to a maximum of one thousand twenty (1,020) hours.

Upon retirement or resignation, all employees shall receive, in a lump-sum payment, the current rate of pay per day for fifty percent (50%) of each day remaining in their sick-leave account.

#### <u>Uniforms</u>

The Town of Linn shall provide each newly hired employee with uniform clothing. On January 1 of each year, the Town of Linn shall make available, to each employee, seven hundred and fifty dollars (\$750.00) for the replacement, repair or purchase of work-related uniforms and equipment.

#### Protective Body Armor

The Town of Linn shall provide each employee a protective body armor vest of minimum threat level IIIA. The Town shall be responsible for fifty percent (50%) of the purchase price, with a cap of five hundred dollars (\$500.00), and the employee responsible for fifty percent (50%). If a grant is secured to pay a portion of the protective body armor, the grant should be considered part of the employee's portion of the cost.

#### TOWN OF LINN APPLICATION FOR EMPLOYMENT

This information is for official use only and will not be released to unauthorized persons, nor will it be used to discriminate against any applicant.

**NOTICE:** Application must be typed or clearly printed in ink. All questions must be answered, if applicable; if not, indicate 'NA' (Not Applicable). Applications that are not complete or legible will not be considered. If space provided is not sufficient for complete answers or you wish to furnish additional information, attach sheets of the same size as this application and number answers to correspond with questions.

Position Applied For:									
		1. P	PERSO	NAL INFORM	ATION				
Name (Last, First, Middle)					Social Security # (xxx-xx-xxxx)				
Email Address							Driver's L	icense Number	State
Current Address (Apartment, S	Street)							Phone Number	<u> </u>
eurone raalooo (riparanona, e									
City			State			Zip Code		Best Time to Call	
City			Slale					Dest fille to our	
		>						A	
Mailing Address (if different fro	om above addre	ess)						Are you least 18 yea	ars old?
								Yes No	
City			State			Zip Code		Are you a US citizer	1?
								Yes No	
Prior employment with the Tov	vn of Linn? Y	es No	lf y	es, dates of	employn	nent:	to		
Relatives currently employed b	ov the Town of	Linn? Yes	No	) If ves	names:				
	-			• •	numes.				
Do you have a high school dip	loma, GED or H	ISED? Yes	No	)					
Have you ever been convicted	of a felony?	res No							
Have you ever been convicted	of a crime of n	nisdemeanor o	domest	ic violence?	Yes	No			
Do you possess a valid Wisco	nsin driver's lic	ense or a vali	id drive	r's license fr	om anot	ther state? Y	/es	No	
Driver's license class: A E	B C D	Driver's	license	e endorseme	nts: T	N H	S	PF	
			2.1	DUCATION					
				tes					
Name of School(s)		From (mm/yyy	N)	To (mm/y	<b>WW</b>	Πο	Degree, Diploma, or Credits Earned		
		(11110 999	<b>y</b> )	10 (1111/9	yyy)	De	gree, Dipic		
High School									
College(s)									
	From	То		TARY SERVI	CE				
Branch of Service	(mm/yyyy)	(mm/yyyy)		Reserve	High	hest Grade	Skil	Specialty or Primary	Duty

Honorably Discharged from Military Service? Yes No Not Applicable

#### 3. EMPLOYMENT

Starting with your present employer and working backwards until age twenty, list all employment chronologically, including summer and part-time employment while attending school.

Name and Address of Freedom	Dates of Employment			
Name and Address of Employer	From (mm/yyyy)	To (mm/yyyy)		
Name of Employer:				
Address:	<i>Full-Time</i> Part-Time	Annual Salary/Wages:		
City:	State:	Zip Code:		
Supervisor's Name / Telephone Number:	May we contact the employer / Yes No	supervisor?		
Position and kind of work:	Reason for Leaving:			
	Dates of E	mployment		
Name and Address of Employer	From (mm/yyyy)	To (mm/yyyy)		
Name of Employer:				
Address:	Full-Time Part-Time	Annual Salary/Wages:		
City:	State:	Zip Code:		
Supervisor's Name / Telephone Number:	May we contact the employer / Yes No	supervisor?		
Position and kind of work:	Reason for Leaving:			
	Dates of F	mployment		
Name and Address of Employer	From (mm/yyyy)	To (mm/yyyy)		
Name of Employer:				
Address:	Full-Time Part-Time	Annual Salary/Wages:		
City	State:	Zip Code:		
Supervisor's Name / Telephone Number:	May we contact the employer / Yes No	supervisor?		
Position and kind of work:	Reason for Leaving:			

#### 4. PROFESSIONAL LICENSES, CERTIFICATES OR SKILLS

List any professional licenses, certificates or skills that you possess that may be useful in this position:

		5. COURT RECORD
Have you ever	been charged with or convicted of a crime of	or municipal ordinance (including traffic violations), excluding parking violations?
No Yes	if yes, provide information.	
Charge		Incident Location (City and State)
Incident Detail	s (Arresting Agency, Nature of Violation)	
Court Location	(City and State)	Final Disposition/Sentence Date
Charge		Incident Location (City and State)
Incident Detail	s (Arresting Agency, Nature of Violation)	
Court Location	(City and State)	Final Disposition/Sentence Date
Charge		Incident Location (City and State)
Incident Detail	s (Arresting Agency, Nature of Violation)	
Court Location	(City and State)	Final Disposition/Sentence Date
	6. LAW ENFORCEMENT STA	ATUS (to be completed by law enforcement applicants)
Do you have ar	n Associate Degree or 60 associate degree le	evel college credits or higher? Yes No
The college crea	employed as a law enforcement officer prio dit requirement as written in Wisconsin Adminis bloyed on or after February 1, 1993.	or to February 1, 1993? Yes No trative Code § LES 2.01(1)(e), pertains to law enforcement and tribal law enforcement
Have you succ	essfully completed the basic training require	ed for certification (i.e. 720-hour law enforcement academy)? Yes No
If applicable, in	clude the name of the academy where you o	completed basic training and the date that training was completed:
List any police of the person ir		couts or college internships you have done. Provide the name and phone number

List any other law enforcement agencies you are currently testing with, on a hiring list for, or that you have tested for in the past two years:

- 1.
- 2.
- 3.
- **v**.
- 4.
- 5.

#### 8. REFERENCES

Provide three references (not relatives, or present employer; avoid listing members of the clergy):

Name			Years Aquainted	
Position/Title/Profession		Phone Number		
Address			Email Address	
City	State	Zip Code		
Name			Years Aquainted	
Position/Title/Profession			Phone Number	
Address			Email Address	
City	State	Zip Code		
Name			Years Acquainted	
Position/Title/Profession			Phone Number	
Address			Email Address	
City	State	Zip Code		

#### 9. GENERAL

If there is any additional information not requested herein which you believe relevant to your ability to perform the duties and responsibilities of the position you have applied for, you may provide this information on attached sheets.

How did you learn of this position?	WILENET	Acquaintan	се	Job Posting at	
Have you ever applied for work at this ag	gency before?	No	Yes	When?	

#### APPLICANT PLEASE READ CAREFULLY AND SIGN BELOW

I understand that any appointment offered to me will be contingent upon the results of a complete character investigation and psychological and fitness exams and I am aware that willfully withholding information or making false/ misleading statements on this application will be basis for dismissal.

Information provided and statements made as part of this application may be grounds for not employing you or for dismissing you after you begin work. All information and statements made are subject to verification.

#### CERTIFICATION

ALL INFORMATION PROVIDED AND STATEMENTS MADE BY ME AS PART OF THIS APPLICATION, OR AS PART OF ANY ADDITIONAL INFORMATION PROVIDED IN SUPPORT OF THIS APPLICATION, ARE COMPLETE, CORRECT, AND TRUE TO THE BEST OF MY KNOWLEDGE.

I UNDERSTAND THAT IF I AM EMPLOYED, FALSE INFORMATION PROVIDED OR FALSE STATEMENTS MADE AS PART OF THIS APPLICATION MAY BE CONSIDERED AS CAUSE FOR DISMISSAL.

**Applicant Signature** 

Date Signed

Under the provisions of § 19.36, Wis. Stats., I request that my identity as an applicant for this position not be revealed without my consent or until required under law.

Applicant Signature

Date Signed

## Town of Linn Police Department AUTHORIZATION FOR RELEASE OF INFORMATION AND LIABILITY WAIVER

# THIS AUTHORIZATION FOR RELEASE OF INFORMATION AND LIABILITY WAIVER ("WAIVER AND RELEASE") IS A LEGALLY BINDING DOCUMENT REQUIRED BY THE STATE OF WISCONSIN. READ THIS WAIVER AND RELEASE FULLY AND CAREFULLY BEFORE SIGNING.

The State of Wisconsin, pursuant to Wisconsin Statute §165.85(4)(em), requires that when a law enforcement agency interviews a candidate for a law enforcement position who is or has been employed by another law enforcement agency, tribal law enforcement agency, jail, juvenile detention facility, or government agency, the candidate must execute a written waiver explicitly authorizing disclosure of their current and past employment files to the interviewing law enforcement agency and releasing those current and/or former employer(s) and the interviewing agency from any liability related to the disclosure and use of said employment files. This Waiver and Release is intended to fulfill that statutory requirement. To the extent this Waiver and Release differs from state law, state law will control.

- 1. Definitions. Terms used in this Waiver and Release are defined as follows:
  - a. "<u>Employment file</u>" means all files relating to a person's employment, including performance reviews, files related to job performance, internal affairs investigative files, administrative files, previous personnel applications, personnel-related claims, disciplinary actions, and all substantiated complaints and commendations, but does not include pay and benefit information, similar administrative data or information that does not relate to performance or conduct, or medical files unless the medical file relates to mental competency issues bearing on the person's suitability for a law enforcement, tribal law enforcement, jail or juvenile detention officer position.
  - b. "<u>Government agency</u>" means any department, agency, or court of this state, or of a city, village, town, or county in this state.
  - c. "<u>Law enforcement agency</u>" means a governmental unit of this state or a political subdivision of this state that employs one or more law enforcement officers.
  - d. "Tribal law enforcement agency" has the meaning given in Wis. Stat. § 165.83(1)(e).
  - e. "Jail" means a county jail, rehabilitation facility established by Wis. Stat. § 59.53(8) or county house of correction under § 303.16.
  - f. "Juvenile detention facility" has the meaning given in Wis. Stat. § 48.02(10r).
  - g. "<u>Applicable employer</u>" or "<u>applicable employers</u>" means any government agency, law enforcement agency, jail, juvenile detention facility, or tribal law enforcement agency as such terms are defined in this Waiver and Release, which the undersigned is currently or was previously employed by.
- h. "Law enforcement officer" means any person employed by the state or any political subdivision of the state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances that the person is employed and sworn to enforce. Law enforcement officers includes a university police officer as defined in Wis. Stat. § 175.42(1)(b).

- 2. **Understandings and Agreements.** I, the undersigned, understand and agree with the following provisions:
  - a. I have applied to the Town of Linn for a law enforcement position with the Town of Linn Police Department. I understand the Town of Linn Police Department may conduct a thorough investigation into my background and part of this investigation may include reviewing information from current and/or applicable employers.
  - b. I authorize each applicable employer that currently or previously has employed me to disclose my employment file to the Town of Linn Police Department unless disclosure of such information is prohibited pursuant to a binding non-disclosure agreement executed before November 7, 2021.

My experience with non-disclosure agreements is as follows (initial the applicable provision below and provide any pertinent information):

- i. \_\_\_\_\_ I have never signed a non-disclosure agreement with a current or former applicable employer.
- ii. \_\_\_\_\_ I have signed a non-disclosure agreement with a current or former applicable employer. The details are as follows (include applicable employer name and approximate date the agreement was signed):
- c. I authorize the Town of Linn Police Department, through its employees and representatives, to receive/review my employment file from my current and/or previous applicable employers, along with other information that is lawfully available from any such applicable employer. I understand the Town of Linn Police Department may also conduct oral interviews with individuals associated with these current and/or former applicable employers and that employment decisions may be made based on the result of this investigation into my background.
- d. I understand that my employment file, as defined herein, includes certain medical information that is not normally considered part of my personnel file. Specifically, I understand that medical information related to my mental competency bearing on my suitability for a law enforcement officer, tribal law enforcement officer, jail, or juvenile detention officer position, if such medical information exists, will be included in the employment file information. By signing this Waiver and Release, I explicitly consent to the transfer and disclosure of this medical information provided it is limited to the medical information described, and only used to determine my suitability for a law enforcement, jail, or juvenile detention officer position.
- e. In consideration of the Town of Linn Police Department interviewing me for a law enforcement officer position, I and my heirs, executors, administrators, legal representatives, assignees, and successors in interest (hereinafter, "Heirs, Assigns and Successors") hereby release, waive, hold harmless and forever discharge the Town of Linn and all applicable employers, their officers, employees and/or agents which may disclose or use the above information from any and all liability, claims, and demands of whatever

kind or nature, either in law or in equity, that arise or may hereafter arise from such disclosure or the request for disclosure, including but not limited to, any claims, demands, or causes of action relating to employment, invasion of privacy, defamation, intentional or negligent infliction of emotional distress, wrongful death, or any other kind of claim associated with bodily injury or property damage attributable to the release of such information.

- f. I am not required to sign this Waiver and Release, and I am not being forced or coerced to sign. I am signing it because I am actively seeking employment with the Town of Linn Police Department and wish to participate as a candidate in the interview process. I understand that my failure to sign this Waiver and Release will prevent the Town of Linn Police Department from processing my application or considering me for employment as a law enforcement officer.
- g. I agree that the above representations, acknowledgements, and releases are contractually binding on my and my Heirs, Assigns, and Successors, and that should I, or my Heirs, Assigns, and Successors, assert a claim in contravention of this Waiver and Release, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending any such claim.
- 3. **Amendment**. This Waiver and Release may not be modified orally. Any modifications must be in writing and signed by all parties or their duly authorized representatives. Any statutory requirement contained in this Waiver and Release may not be modified either orally or in writing.
- 4. **No Waiver**. Any failure or delay to enforce any of the terms and provisions of this Waiver and Release shall not be construed as a modification or waiver of any such term or provision or of the right to subsequently enforce all terms and conditions.
- 5. **Severability**. Every term and provision of this Waiver and Release is intended to be severable. If any term or provision of this Waiver and Release is found to be unenforceable or invalid, such findings shall not affect the other terms and provisions, which shall remain binding and enforceable.

I HAVE READ THIS WAIVER AND RELEASE CAREFULLY. I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSIDER THE CONTENT AND TO ASK QUESTIIONS. I UNDERSTAND THAT I HAVE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS WAIVER AND RELEASE. I SIGNED THIS WAIVER AND RELEASE VOLUNTARILY AND WITHOUT EXCLUSION OR EXCEPTION.

Name of Applicant (please print full first, middle, and last names)

Previous Names/Maiden Names

Signature

Date