

RELEASE FROM LIABILITY

I, ______, being a person of over eighteen (18) years of age, and competent to execute this RELEASE FROM LIABILITY, do hereby covenant and agree to the following between myself and the West Virginia State Police (hereinafter, WVSP):

- 1. I fully understand that WVSP personnel records may contain extensive information in my personnel file.
- 2. I fully understand that my file may contain information of a personal nature, including, but not limited to, information contained in records such as medical records, psychological or psychiatric records, work attendance records, work evaluations, credit records, driving records, criminal history, and other information which would be statutorily or otherwise prohibited from release to persons outside WVSP.
- 3. With full knowledge that any and all such records may contain information such as that listed in paragraph 2, I do hereby covenant and agree, for myself, my heirs, my assigns, and any other such parties who may now or in the future assert any legal right on my behalf or who may assert any right by virtue of any legal or contractual relationship between such a third party and myself, to release my personnel records to ______
- 4. The foregoing notwithstanding, I am expressly NOT releasing the following:
- 5. I do further covenant and agree, for myself, my heirs, my assigns, and any other such parties who may now or in the future assert any legal right on my behalf or who may assert any right by virtue of any legal or contractual relationship between such third party and myself, to HOLD HARMLESS AND RELEASE WVSP from any and all such claims which may now or in the future arise from the release of my personnel records to the party listed in paragraph 3.
- 6. I fully understand that by my signing this agreement I am foregoing ANY possibility of recovering ANY damages from WVSP resulting from the release of my personnel records, regardless of the merits of the claim, or the amount of damages I may suffer from the release of these records.
- This RELEASE FROM LIABILITY is entered into, despite the risk that I may be foregoing any current or future meritorious claims, as the release of this information to the party listed in paragraph 3 is more important to me than the risk of foregoing any current or future meritorious claims against WVSP.