APPLICATION FOR CERTIFICATION TO CARRY A CONCEALED FIREARM

THE LAW ENFORCEMENT OFFICERS SAFETY ACT
TITLE 18, U.S.C., CHAPTER 44, SECTION B, SUB-SECTION 926C

Name: _____ _____ _____
(Last) (First) (Middle)

Home Address: _____ _____
(Street) (City)

_____ _____
(State) (Zip Code)

Telephone Number: _____ Email Address: _____

Maryland Driver's License: _____ _____
(License Number) (Expiration)

Date of Birth: ___/___/_____ Sex: ____ Race: _____ Height: _____ Weight: _____

Eye Color: _____ Hair: _____

The remainder of this application is an Affidavit consisting of questions to be answered by the applicant concerning the Federal regulations for eligibility to carry a concealed firearm under the Law Enforcement Officers Safety Act, 926C, - "Carrying of a concealed firearm by qualified retired / separated law enforcement officers". This form will become a permanent legal record maintained by Frostburg State University Police.

Affidavit

Indicate Yes (Y) or No (N)

_____ I understand that in order to carry a concealed firearm as a qualified retired / separated law enforcement officer in accordance with 18 U.S.C. 926C, I must satisfy certain basic criteria. My satisfaction of the certification criteria WILL be based on my answers to the following questions.

_____ The law enforcement agency from which I retired / separated has issued me a photographic identification. A copy of this photographic identification is attached to this application.

_____ I retired / separated in good standing from service with a public agency as a law enforcement officer.

_____ I do reside in the state of Maryland and possess a valid Maryland driver's license. A copy of this license is attached to this application.

_____ The agency I retired / separated from is _____ (Agency) which is located in _____ (City, State).

_____ My Entrance of Duty (E.O.D.) date for the above agency was _____ and my retirement / separation from duty date was _____.

_____ I did not retire / separate from duty for reasons of mental instability. I have never been found by a qualified medical professional, either private or agency employed, to be unqualified for reasons relating to mental health issues. I am not currently, nor have I ever been institutionalized or under a doctor's care for any mental health related issues.

_____ I did not retire / separate from duty due to any pending investigation or disciplinary action.

_____ During my service prior to retiring / separating as a law enforcement officer for _____(Agency), I was authorized by law to engage in or supervise the prevention, detection, investigation or prosecution of, or the incarceration of any person for any violation of law and I did possess statutory powers of arrest.

_____ Before my retirement / separation from duty, I was *either* (check one):

___ regularly employed as a law enforcement officer for an aggregate of ten (10) or more years and retired / separated in good standing

___ I retired / separated from service with such agency, after completing any applicable probationary period of such service, due to a service-connected (LOD) disability, as determined by such agency.

_____ **I am not under the influence of alcohol or another intoxicating or hallucinatory drug or substance, and I will not carry a firearm while I am under the influence of alcohol or another intoxicating or hallucinatory drug or substance.**

_____ I am not prohibited by State or Federal law from receiving a firearm.

_____ I understand that the term "Firearm" as described in the LEOSA law does not include any sub machine gun, firearm silencer or destructive device.

_____ I understand that the concealed firearm I carry **MUST** be of the same "type" of firearm with which I qualified.

_____ I understand that I must carry the firearm certification issued to me by Frostburg State University Police (will be attached to identification card) along with the photographic identification issued to me by my former agency **at all times when carrying the concealed weapon.**

_____ I understand that my certification to carry a concealed firearm under 18 U.S.C. 926C (LEOSA) expires twelve (12) months from its issue date. To continue my right to carry a concealed firearm, I must re-qualify and complete the mandated training prior to the noted expiration date on my certificate. Failure to complete this training and requalification to a satisfactory standard will result in my inability to carry a concealed firearm under the LEOSA law until renewal.

_____ **I understand that the Law Enforcement Officers Safety Act of 2004, 18 U.S.C. 926C, does not give me any rights whatsoever to exercise law enforcement authority or take police action under any circumstances. Any action I take, I take as a citizen with the understanding that I may be prosecuted to the fullest extent of the law both criminally and civilly should my actions be determined by a court of law to be in violation of State Law.**

I do hereby declare and affirm under the penalties of perjury that the contents of this application are true and correct to the best of my knowledge, information, and belief and I so indicate below by affixing my signature in the designated space.

_____ _____

Applicant Signature Date

WAIVER OF LIABILITY

In consideration of being able to complete a Law Enforcement Officer Safety Act ("LEOSA") training with Frostburg State University Police and its members:

I _____ HEREBY:
[Full Name of Participant]

Initial before each number and sign at the bottom.

_____1. Fully understand and appreciate the dangers, hazards, and risks inherent in a firing range, including the inherent risks associated with the use and misuse of firearms.

_____ 2. Acknowledge and understand that I will be voluntarily engaging in activities that involve the discharging of firearms which may result in the risk of serious injury, scarring, loss of an important bodily function, permanent disability, or death, and may cause severe social or economic losses due to not only my own actions, inaction or negligence, but also to the action, inaction or negligence of others or conditions of the premises or of any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.

_____ 3. Assume all the foregoing risks and accept personal responsibility for the damages related to any injury, permanent disability, or death to me.

_____ 4. Indemnify and hold harmless the State of Maryland, Frostburg State University and Frostburg State University Police (FSUPD), and / or their employees, agent, and designees, from any and all actions, liability, claims, suits, damages, costs, and expenses of any kind that result from any injury, loss and / or damage to persons or property that is caused by any negligent actions of mine.

_____5. Release from, waive and discharge all actions, claims, or demands that I, my assignees, heirs, guardians, and legal representatives now have or hereafter have for damage or losses on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence or other acts of directors, officers, employees or agents of the Frostburg State University and/or (FSUPD) as a result of my participation in any firearms/training and/or LEOSA activities. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claim against FSUPD/State of Maryland and its directors, officers, employees or agents, as a result of my participation in any firearms training facility and/or LEOSA activities and my use of firearms and the firearms training facility.

_____ 6. Agree to comply with all Federal and Maryland State laws regarding the use and possession of firearms. My compliance includes but is not limited to: Title 18, United States Code, Chapter 44 – Firearms; Maryland Public Safety Article Title 5, Firearms; and applicable federal and state regulations.

I HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY EXECUTING IT. I SIGN THIS WAIVER VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL.

I AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE FIRING RANGE. I UNDERSTAND THAT FAILURE TO DO SO WILL RESULT IN IMMEDIATE CESSATION OF ALL TRAINING ACTIVITIES, AND I WILL BE REQUIRED TO LEAVE THE PREMISES.

_____
Participant (Printed Name)

_____ _____
Participant Signature Date

_____ _____
Witness Date