



# Frederick County Sheriff's Office

## Qualified Retired Law Enforcement Officer Application

### For Certification to Carry a Concealed Firearm

18 U.S.C. 926C



Check One <input type="checkbox"/> Initial Application <input type="checkbox"/> Renewal Application	Check One <input type="checkbox"/> FCSO Retiree <input type="checkbox"/> Non-FCSO Retiree
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Complete all information as requested. Incomplete or incorrect information will cause delay in the issuance of a State of Maryland Law Enforcement Officer Safety Act (LEOSA) Card. If your retirement is as a result of service with more than one agency, list the most recent agency in the area provided followed by all other agencies with which you earned retirement credit. Include full contact information for each agency. If you received retirement credit with more than two (2) agencies, attach additional sheet with the appropriate agency information.

<b>Applicant</b>											
Applicant's Name (Last, First, Middle, SFX)					Street Address (Must be a Valid Residential Address - Business / PO Box Addresses Not Allowed)						
Date of Birth		Age		Place of Birth			City		State		Zip Code
Home Phone No.			Cell Phone			Email Address					
Driver's License Number			State	Expiration Date		Current LEOSA Permit <input type="checkbox"/> Yes <input type="checkbox"/> No		Issuing Agency		Expiration Date	

<b>Qualifying Law Enforcement Employment</b>						
Law Enforcement Department's Complete Name (Most Recent)				Business Address		
City		State	Zip code	Business Phone Number		Total Aggregate Time of Law Enforcement Service ____ Years    ____ Months
Law Enforcement Position Held - Must prove your position had statutory powers of arrest i.e.: Police Officer, State Trooper, Deputy Sheriff etc.					Dates of Service with this Agency From: _____ To: _____	

<b>Eligibility</b>			
PLEASE ANSWER YES OR NO AND INITIAL EACH ITEM BEFORE PROCEEDING		Yes or No	Initial
I understand that in order to carry a concealed firearm as a qualified retired law enforcement officer in accordance with the Law Enforcement Officers Safety Act of 2004, 18 U.S.C. 926C, (LEOSA), I must satisfy certain basic criteria.		Yes    No	
I separated from service in good standing from a public agency as a law enforcement officer.		Yes    No	
Before such separation, 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 had statutory powers of arrest or apprehension.		Yes    No	
Before such separation, I served as a law enforcement officer for an aggregate of ten (10) years or more, <b>OR</b> , I separated from service with such agency, after completing any applicable probationary period of such service, due to a service-connected disability, as determined by the agency.		Yes    No	
I understand that during the most recent 12-month period, I have to meet, at my expense, the standards for qualification in firearms training for active law enforcement officers.		Yes    No	
A qualified medical professional has not unqualified me to carry, own or possess a firearm for reasons relating to mental health. If no, as a result of this finding, I will <u>not be</u> issued photographic identification or allowed to attempt to qualify.		Yes    No	
I am physically able to perform the qualifications safely and without assistance. If I am not, I will <u>not be</u> issued photographic identification or allowed to attempt to qualify.		Yes    No	
I have not entered into an agreement with the agency from which I separated from service in which I acknowledge I am not qualified under this section for reasons relating to mental health and for those reasons will not receive or accept photographic identification.		Yes    No	
I am not prohibited by state or federal law from receiving, carrying, or possessing a firearm.		Yes    No	
I do not have any orders(s) against me that would prohibit me from carrying or possessing a firearm.		Yes    No	
I have never spent more than 30 consecutive days in a medical institution for treatment of a mental disorder, including voluntary commitment.		Yes    No	
I am not now 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.		Yes    No	

If you answered **No** to **ANY** of the above questions you **DO NOT** qualify for LEOSA

## Acknowledgment

PLEASE INITIAL <b>ALL</b> STATEMENTS TO INDICATE YOU UNDERSTAND THEM	INITIALS
I understand that the definition of "firearm" does not include any machine guns, firearms silencer, or destructive device.	
I understand that LEOSA <u>DOES NOT</u> give me any rights whatsoever to exercise law enforcement authority or take police action under any circumstances.	
I understand the Frederick County Sheriff's Office is providing me the opportunity to meet the active duty standards for qualification in firearms training as required in LEOSA, but it is my responsibility to fully comply with all LEOSA requirements.	
I understand that the Frederick County Sheriff's Office reserves the right to deny issuance of a LEOSA certification card, or revoke an existing LEOSA certification card, if the eligibility status of an individual cannot be established or the individual's status has changed making them ineligible. Appeals must be submitted in writing to the Office of the Sheriff.	
I understand that I must carry the State of Maryland Law Enforcement Officers Safety Act of 2004 (LEOSA) certification card, along with the photographic ID issued by my agency upon retirement, when I carry the concealed handgun.	
I understand that the LEOSA certification expires on the date listed on the permit and that I may only carry a firearm with a valid LEOSA card.	
I understand that it is my responsibility to notify this agency if I become the subject of any criminal or civil charges as listed in this document.	

### Waiver of Liability, Release & Indemnification Agreement

PLEASE INITIAL AT THE END OF **EACH** STATEMENT TO CONFIRM YOU UNDERSTAND

1. I agree to waive and release the Frederick County Sheriff, the Frederick County Sheriff's Office, the Frederick County Government, and each of their elected officials, executives, directors, officers, agents, and employees, (collectively "the County") from liability for all claims for damage or loss to my person or property which may be caused by any act or failure to act on the part of the County. \_\_\_\_\_ (initials)
  
2. I agree that if any claim is commenced against the County based on the acts that I take or fail to take, I will defend, indemnify, and save the County harmless from any and all claims or causes of action, injuries, or damages. \_\_\_\_\_ (initials)
  
3. I acknowledge, understand, and assume all risks related to the police training, qualification, and exercises. I understand that these activities may present risk of serious danger to my person (including death) and to my property. These risks and dangers may be a result from my negligence or the negligence of others including other participants, trainers, supervisors and county officials or employees. I further acknowledge that there may be risks and dangers not known to me or the County or not reasonably foreseeable at this time. I acknowledge, understand, and agree that all of the risks and dangers (regardless of whether specifically described in this agreement or not) however caused are included within this waiver of liability release and indemnification agreement. I waive any and all specific notice of such risks or potentially dangerous conditions. \_\_\_\_\_ (initials)
  
4. I acknowledge, understand, and assume the risk arising from the training and qualification sessions and exercises as well as the conditions of the training area and related premises and I acknowledge and understand that included within the scope of this waiver and release are any causes of action arising from the maintenance, inspection, supervision, or control of said areas, or the failure to maintain, inspect, supervise, or control said area and for failure to warn of dangerous conditions existing at the training area (known or unknown). \_\_\_\_\_ (initials)
  
5. I have been advised that the Sheriff's Office may record, by video or any other methods, all, or part of the qualification sessions and / or exercises in which I will participate or which I may observe. I consent to such recordings and understand that the recording will remain at all times the property of the Office of the Sheriff. \_\_\_\_\_ (initials)
  
6. I understand and agree that the parts of this Agreement are severable and that should any part of this agreement be declared unenforceable, the remainder of this agreement shall nevertheless remain in effect and enforceable to the full extent allowed by the law. I understand that I have the right to consult an attorney of my choice, at my own expense, before I sign this agreement. \_\_\_\_\_ (initials)
  
7. I agree that this Agreement is binding on myself, my agents, heirs, and assigns. \_\_\_\_\_ (initials)
  
8. I certify that I am 18 years of age or older, and that I am competent to make this Agreement. \_\_\_\_\_ (initials)
  
9. I acknowledge that I have been provided with this Agreement at least 5 days before start of the qualification sessions and that I have not relied upon any contrary representations expressed or implied of any matter covered by or in any way related to this Agreement. \_\_\_\_\_ (initials)

**Printed name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_