



CITY OF HILLSBORO
POLICE DEPARTMENT

303 N. Waco Street • P.O. Box 568 • Hillsboro, TX 76645 • (254) 582-8406 • Fax (254) 582-1061 and (254) 582-9947

Release and Waiver of Liability

(INSTRUCTIONS: Before anyone rides out for the first time, this form is to be completed and returned to the City of Hillsboro Police Department, where it will remain on file)

Name of rider (last, first, middle)

DOB Blood type Race M/F

Driver's License # State Address

Phone (home) (work) (cell)

In case of an emergency, contact Phone

Circle Category of Rider

(1) Police Cadet (2) Civilian Observer (3) Police Reserve (4) Criminal Justice Student

(Must be completed by Shift Supervisor) Warrant Check/Involvement Information

Results Performed by

Approving Supervisor's Signature Date/Time

In consideration of being allowed the opportunity to accompany Hillsboro Police Officers on official patrol and/or otherwise participate in a police cadet program, police reserve, criminal justice class, or general civilian observation:

I, _____, binding my heirs, executors, administrators and assigns do hereby release and agree not to hold liable the City of Hillsboro, its Police Department, its officers, agents and employees from any and all actions, cases of action, claims, demands, costs, settlements or any other damages arising from or resulting from property damage, personal injuries or death sustained by me or my property while accompanying the Hillsboro Police Department or while in any way participating in a police cadet program, police reserve, criminal justice class, or general civilian observation in conjunction with the Hillsboro Police Department. I further agree, binding by heirs, executors, administrators and assigns, to indemnify, hold and save harmless the City of Hillsboro, its police department, its agents, officers and employees and especially any officer that I accompany, from any liability, action, claim, damage, settlement, award or judgment incurred or suffered by the City of Hillsboro, its police department or individuals as a result of any act or omission by me or caused by me in whole or in part by me while participating in any of

above named activities whether or not also caused in part by a person indemnified hereunder. It is expressly understood and agreed that the terms herein are contractual and not merely recitals and that this agreement may be used as evidence in a subsequent proceeding in which any of the parties alleged a breach of this agreement. In addition, I make the following representations and acknowledgments upon which I intend the City of Hillsboro to rely:

(1) I release my permission for officers, agents or employees of the Hillsboro Police Department to conduct, complete and record the results of a background and warrant check on me;

(2) I understand and agree that while accompanying any police officer during his law enforcement rounds, I am to be ONLY an unarmed lay observer and bystander with NO ACTIVE ROLE whatsoever and that I will have and am given NO DUTIES, RIGHTS, POWERS OR AUTHORITY whatsoever other than those conferred by law upon any other person in like or similar circumstances as may arise from time to time;

(3) I realize and agree that while participating in any of the above mentioned activities, I will not be an agent, servant or employee of the City of Hillsboro or its police department and therefore will not be covered by the City of Hillsboro or its police department for any workers' compensation, death or disability benefits;

(4) I realize that as an inherent incident of the activities mentioned above, I will at unpredictable times be placed in both foreseeable and unforeseeable positions of considerable danger and agree that neither the City of Hillsboro, its police department, any of its officers nor any of its employees shall be obligated to take any steps or action to protect my person or property or provide a means of withdrawal or retreat for me, and I hereby release them of any duty to do so;

(5) *I am aware of the nature of the activity above mentioned and I hereby assume responsibility for myself to participate in the activities mentioned above. I will not hold the City of Hillsboro, its police department, its officers, agents or employees responsible in the case of accident or injury that result from such participation;*

(6) I agree that any information that I gain, through participating in any of the activities mentioned above will be *confidential* information and used only for my personal educational purposes except where I am summoned as a witness in any administrative or court proceeding;

(7) I understand that my participation in the above named activities is a privilege subject to revocation at any time by the City of Hillsboro Police Department.

I, _____, warrant that I have read this agreement and fully understand it to be a release and waiver of all liability arising out of the matters described herein. I further warrant that I am of legal age and legally competent to execute this agreement, and that I do so of my own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.

Date

Signature of person requesting to ride

Witness