

RELEASE OF LIABILITY AND INDEMNITY

**City of Schertz Police Department
Guest/Voluntary Observer Ride-Along**

Name:		
Address:		
City:	State:	Zip:
Phone:	D.L.#	Age*:

*If you are under 18 years of age, written parental approval must be obtained and the approval must be notarized.

I, the undersigned (the "RELEASOR"), for and in consideration of being allowed to ride as a guest or voluntary observer in a police patrol vehicle of the City of Schertz and recognizing that police department activity involves certain inherent dangers, hereby agree to assume all risks attendant to such activity, and for myself, my heirs, executors, administrators, and assigns, hereby agree to waive all claims against and release, indemnify, defend, and hold harmless the CITY OF SCHERTZ, its Police Department, and all of its officers, employees, agents, and representatives (collectively, the "CITY"), in both their public and private capacities from and against any and all liability, claims, suits, losses, damages, and causes of action, including all expenses of litigation and/or settlement, for the death of, or injury to, any person, or for loss of, damage to, or loss of use of any property, arising out of or in connection with riding as a guest or voluntary observer in a police department vehicle.

IT IS THE EXPRESS INTENTION OF THE RELEASOR AND THE CITY THAT THE INDEMNITY PROVIDED FOR IN THIS RELEASE OF LIABILITY AND INDEMNITY IS AN AGREEMENT BY THE RELEASOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF ANY INJURY, DEATH, OR DAMAGE.

It is further agreed that the execution of the Release of Liability and Indemnity shall not constitute a waiver by the CITY of the defense of governmental immunity, where applicable, or any other defense recognized by the Courts of the State of Texas.

The RELEASOR expressly agrees that this Release of Liability and Indemnity is intended to be as broad and as inclusive as is permitted by the laws of the State of Texas, and that, if any portion, word, term, phrase, clause, or paragraph of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The RELEASOR has read this Release of Liability and Indemnity and understands all of its terms. The RELEASOR is aware of the risks associated with participation in riding as a guest in the City's police department vehicle and executes this document voluntarily and with full knowledge of its significance.

In addition, I make the following representations and acknowledgements upon which I intend the CITY to rely:

1. I understand and agree that while accompanying any officer, agent, or employee of the CITY during his or her duties, I am only a lay observer and bystander with no active role whatever and that I will have and am given no duties, rights, powers, or authority whatever, other than those conferred by law upon any other person in like or similar circumstances as may arise from time to time, and will under no circumstance interfere with the officers or offer any advice or counsel to any person being questioned, investigated, taken into custody, or arrested by any officer.
2. I understand and agree that I will not be considered an agent, servant, or employee of the CITY and thus, I will not covered by the CITY for any worker's compensation, death, or disability benefits.
3. I realize that I may and will, at unpredictable times, be placed in both foreseeable and unforeseeable position of considerable danger that could cause injury, severe injury, permanent disability, death, mental anguish, stress disorder, mental disability, permanent mental disability, and agree that neither the CITY nor any of its officers or employees shall be obligated to take any steps or action to protect my person or provide a means of withdrawal or retreat for me, and I hereby release them of any duty to do so intending hereby to willfully and voluntarily assume all risks inherent in any situation and under any circumstances that may arise incident hereto.
4. I agree that any information that I may gain will be used by me only for my personal educational purposes except where I am summoned as a witness in any administrative or court proceeding.

Observer over 18 years of age

Parent/Legal Guardian of minor observer

Signature

Signature

NOTARIZED (to be completed only if the observer is a minor):

Subscribed and sworn to me this ____ day of _____, 20____.

Notary Public for the State of Texas

My Commission Expires

Printed or Typed Name of Notary

ACCEPTED: City of Schertz, Texas

Observation Date: _____

By: _____

Watch: _____

Title: _____

Host Officer: _____

REQUEST FORM

City of Schertz Police Department Guest/Voluntary Observer Ride-Along

Name:		
Address:		
City:	State:	Zip:
Phone:	D.L.#	Age*:

*If you are under 18 years of age, written parental approval must be obtained.

I, the undersigned, request permission to ride as a guest or voluntary observer in a police patrol vehicle of the City of Schertz. I understand that, if approval is granted by the Chief of Police, or his designee, I, or my parent or legal guardian if I am under 18 years of age, must sign a Release of Liability and Indemnity Form. It is understood that my riding privileges may be terminated at any time if it is in the best interest of the Schertz Police Department or for my safety. I further understand I will be assigned to an officer and not necessarily one of my choosing.

Date Submitted: _____

Requested Ride-Along Date & Time: _____

Requested Accompanying Officer: _____

Reason for Requesting Ride-Along: _____

Observer over 18 years of age

Parent/Legal Guardian of minor observer

Signature

Signature

CITY OF SCHERTZ, TEXAS

Request is: APPROVED DENIED

By: _____

Observation Date: _____

Title: _____

Watch: _____

Host Officer: _____

