

THE STATE OF TEXAS ○ WAIVER OF LIABILITY,
 RELEASE, INDEMNIFICATION
COUNTY OF GUADALUPE ○ AND HOLD HARMLESS AGREEMENT

KNOW ALL BY THESE PRESENTS:

That I, _____, the undersigned, a private person, for and in sole consideration of the privilege of riding as a guest in a police vehicle of the City of Schertz, Texas, during the period from _____ to _____, and recognizing that routine police activity involves certain inherent dangers and risks to persons and property, do hereby agree to assume the risks and dangers attendant to such activity, including but not limited to property damage and/or personal injury to me as a result of motor vehicle accidents or motor vehicle collisions on either public streets or private property; property damage and/or personal injury to me as result of altercations, assaults or any other acts associated with affecting arrests of criminal suspects; property damage and/or personal injury to me resulting from the acts of third parties whether caused by errors, omissions, or negligent acts of said third parties or myself; property damage and/or personal injury to me resulting from my own activities, errors, omissions or negligent acts; property damage and/or personal injury to others resulting from my own activities, errors, omissions or negligent acts.

I do hereby waive all claims, release, indemnify, defend and hold harmless the City of Schertz and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, which may arise by reason of injury to persons or loss of, damage to or loss of use of any property occasioned by error, omission or negligent act of myself or any other persons with regard to this agreement, and I will, at my own cost and expense, defend and protect the City of Schertz against any and all such claims and demands.

I do hereby further agree to indemnify, defend and hold harmless the City of Schertz and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, including but not limited to court costs and attorneys fees for death, injury to or debt of any person or for loss of, damage to or loss of use of any property arising out of or in connection with this agreement. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City of Schertz, its officers, officials, agents or employees. It is the express intention of the parties hereto, both myself and the City of Schertz, that the indemnity provided for in this paragraph is indemnity by the undersigned to indemnify and protect the City of Schertz from the consequences of the City of Schertz's own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage.

It is further agreed that the execution of this **Waiver of Liability, Release, Indemnification and Hold Harmless Agreement** will not constitute a waiver by the City of Schertz of the defense of governmental immunity, where applicable, or any other defense recognized by the courts of the State of Texas.

RIDE ALONG WAIVER - ADULT

I do hereby grant the Schertz, Texas Police Department authorization to run my criminal history prior to riding out with the agency. I am aware, that the Schertz, Texas Police Department has the discretion to reject this request based on the results of the criminal history.

I, the undersigned, have read this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNED this the ____ day of _____, 20____.

Signature

Printed or Typed Name

Witness Signature

Address

Witness Printed Name

The above named individual, by his or her signature hereto, does request permission and authorization to ride as a guest observer with the City of Schertz Police Department for the purpose of _____. He or she has read the Schertz Police Department Ride Along Observer Rules of Conduct and agrees to abide by same.

Requested Ride Date _____ Time _____

Approved Ride Date _____ Time _____

Command Authorization _____
(Signature and ID# of Division Commander)

TO BE COMPLETED BY OBSERVED OFFICER

Officer's Name and ID # _____ Unit Used _____

Date and Times (start and end) of observation _____

RIDE ALONG WAIVER - ADULT