

Aberdeen Police Department

RIDE-ALONG AGREEMENT AND WAIVER
AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE,
WAIVER AND RELEASE OF CLAIMS, AND INDEMNITY AGREEMENT

I, _____, (Date of Birth ____/____/____) have made a voluntary request to participate in a ride-along program and ride in a vehicle assigned, leased, owned, operated, or otherwise in use by the Aberdeen Police Department for the City of Aberdeen, SD (hereafter "APD"). I have also made a voluntary request to accompany APD personnel during the performance of their official duties.

In consideration of the permission given to me to participate in the ride-along program and to accompany APD personnel, I do hereby agree:

1. I acknowledge that the work of APD is inherently dangerous, that APD personnel must respond to any and all calls for service, that I would be voluntarily placing myself in a position to encounter dangerous and/or life-threatening situations, that APD personnel will not be able to protect me from the potential of injury or death or from emergency situations to which they have been called, and that I would be subjected to the risk of death or personal injury or damage to my property by accompanying APD personnel during the performance of their official duties. I therefore freely, voluntarily, and with such knowledge assume the risk of death, personal injury, or property damage while accompanying APD personnel during the performance of their official duties, including but not limited to death, injury, or damage arising from or in any way connected with fire, explosion, gas, electrocution, hazardous materials, medical emergencies, vehicle crashes, or the use of weapons, unlawful acts, or forcible resistance by law violators or suspected law violators, assault, riot, and breach of peace.

2. The City of Aberdeen and its APD officers, employees, supervisors, and others employed by or providing service for APD shall not be held responsible or liable for any injury, damage, loss or expense, either to me or my property (a) incurred while I am riding in any vehicle assigned, leased, owned, operated, or otherwise in use by APD or while I am accompanying any personnel of APD during the performance of their official duties, and (b) resulting from any negligent act or omission on the part of any personnel of APD.

3. I agree for myself, my heirs, my executors, administrators, and assigns, to release, indemnify, protect, defend, and hold APD and all officers, employees, supervisors, and others employed or providing service for APD harmless from all liability, obligations losses, claims, demands, damages, actions, suits, proceedings, costs, and expenses, including attorney's fees, of any kind or nature whatsoever, whether suffered, made, instituted, or asserted by me, my heirs, executors, administrators, and assigns, or by any other entity, party, or person for any personal injury to or death of any person or persons for any loss or damage, or destruction of any property, whether owned by the City of Aberdeen or not, arising out of, connected with, or resulting directly or indirectly from my participation in the APD ride-along program and which arises by reason of any actual or claimed negligent or wrongful act or omission of mine that occurs while riding in any vehicle assigned, leased, owned, operated, or otherwise in use by APD or by my otherwise participating in the ride-along program. The

foregoing agreement to indemnify shall continue in full force and effect notwithstanding the conclusion of my participation in the ride-along program.

4. I acknowledge that I may be exposed to or acquire information that is confidential or information that is not to be released pursuant to APD procedure including, but not limited to, names and addresses of persons with whom the APD officers come in contact with, or circumstances surrounding any investigation. I agree to keep all information acquired while participating in the ride-along program confidential and that I will not release said information. Any breach of this confidentiality by me will result in my immediate termination from the ride-along program and any other legal remedies available to the City of Aberdeen, APD, and/or the individual(s) whose information I disclosed.

(Initial)

_____ I HEREBY AFFIRM THAT BY SIGNING THIS DOCUMENT, I AGREE TO ABIDE BY ALL DIRECTIVES GIVEN TO ME BY APD, ANY OFFICER OF APD, OR ANY OTHER COOPERATING AGENCY WITH APD AND TO FOLLOW ALL INSTRUCTIONS AND DIRECTIONS AT ALL TIMES. I AGREE THAT I WILL NOT INTERFERE IN THE PERFORMANCE OF ANY DUTIES OF APD, OTHER COOPERATING LAW ENFORCEMENT AGENCIES, OR ANY EMERGENCY PERSONNEL.

_____ I HEREBY AFFIRM THAT I HAVE CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND SIGN THE SAME OF MY OWN FREE WILL.

Name (print or type): _____

Or for minor, Parent or Guardian (print or type): _____

(DO NOT SIGN or date this document until in the presence of a witness from APD.)

Applicant Signature: _____ Date: _____

Parent/Guardian Signature (for minor): _____ Date: _____

APD Witness Signature: _____ Date: _____