RELEASE, WAIVER AND INDEMNITY AGREEMENT

For and in consideration of permitting_____ ("Permittee") to participate in the Ride Along Program ("Program") with the Orange Cove Police Department ("Department") in the City of Orange Cove, County of Fresno, and the State of California, on_____ _____. Permittee agrees to release, indemnify, hold harmless and defend City of Orange Cove and its officers, officials, agents, employees and volunteers from and against any and all loss, liability, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City of Orange Cove, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Permittee's participation in the Program with the Department. PERMITTEE AGREES TO ASSUME THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH TO HIMSELF/HERSELF WHILE PARTICIPATING IN THE PROGRAM WITH THE DEPARTMENT AND HE/SHE DOES HEREBY VOLUNTARILY RELEASE THE CITY OF ORANGE COVE AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM, AND DOES WAIVE ANY RIGHT OF ACTION OR CLAIM FOR, ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH CAUSED BY THEIR NEGLIGANCE.

Permittee, for himself/herself, his/her heirs, executors, administrators or assigns agrees and understands that participation in the Program for which this Release, Waiver and Indemnity Agreement ("Agreement") applies, does not make Permittee an employee of the City of Orange Cove and does not grant Permittee any right, title or interest in any Workers' Compensation benefits offered employees of the City of Orange Cove. Further, Permittee, for himself/herself, his/her heirs, executors, administrators or assigns waives, and relinquishes any interest or right to claim any interest in the City of Orange Cove employment benefits offered employees of the City by reason of any common law employee rights theory or similar employment entitlements of any kind.

CITY shall be reimbursed for all costs and attorney's fees incurred by CITY in enforcing this Agreeement.

This Agreement shall survive Permittee's participation in the Program with the Department.

Permittee agrees that the provisions of this Agreement shall be binding upon his/hers heirs, executors, administrators and assigns.

Permittee acknowledges that he/she: (i) has read and fully understands the content of this Agreement; (ii) is aware that this is a release of liability and a contract between the City and Permittee; (iii) has been fully and completely advised of the potential dangers incidental to participating in the Program with the Department; (iv) has had the opportunity to consult with his/her attorney, in his/her discretion; and (v) is fully aware of the legal consequences of signing this Agreement

_____ Date: _____ _____ Date: _____

(Signature of Permittee) (Signature of Witness)

Name:		Address:	
Age:	Date of Birth:	Home Telephone #:	Work Telephone #:
Health information (list any health problem(s) known to you, if in good health, so state):			
Reason for Ride-Along?:			
In Case of Emergency, Notify: Name:		Address:	
Relationship:		Home Telephone #:	Work Telephone #:
Signature of Permittee:			
TO BE COMPLETED BY AUTHORIZING OFFICER: APPROVED [ ] DENIED [ ]		**REASON FOR DENIAL:**	
Officer Assigned:	Date Assigned	Area/Shift	Authorized by:

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