



GOLDSBORO POLICE DEPARTMENT



ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WHEREAS, I, _____, have requested that I be allowed to ride as a passenger in the Police Department vehicles of the City of Goldsboro, North Carolina, and to accompany police officers of the City while engaged in the performance of their duties, to study and observe for my own benefit the functions and operations of the Goldsboro Police Department and its personnel; and

WHEREAS, the Police Department has explained to me some of the risks of accompanying an on-duty officer and has advised me that there is a risk of injury and death; and

WHEREAS, I desire to accompany Goldsboro Police officers at my own risk and I recognize the possible and inherent danger to my person and property; and

WHEREAS, the City of Goldsboro does not wish to be liable for any damages arising from injuries to me or my property;

NOW, THEREFORE, in consideration of the permission to accompany officers of the Goldsboro Police Department while engaged in the performance of their duties for myself, my spouse, heirs, executor or administrator, and personal representatives, I:

- a. Recognize and assume the risk for any personal injury to me or damage to my property which may occur, directly or indirectly, while riding in a police vehicle or accompanying any police officers of the City of Goldsboro while in the performance of their duties;
- b. Fully and forever release and discharge the City of Goldsboro, its agents and employees, from any and all claims, demands, damages, rights of actions, or causes of actions, present or future, resulting from or arising out of my accompanying any police officers of the City of Goldsboro while in the performance of their duties;
- c. Agree to indemnify and hold harmless the City of Goldsboro, its officers and employees, for any acts or conduct of mine of whatever kind or nature while accompanying any police officers while in the performance of their duties;
- d. Agree to defend and to pay any attorney fees as a result of any action brought by or against the City of Goldsboro, its officers or employees, for any wrongful acts or conduct of mine while accompanying any police officers in the performance of their duties;
- e. Agree to abide by any applicable rules of the Goldsboro Police Department and to follow any directions or requests from officers I am accompanying;
- f. Agree that this Assumption of Risk and Indemnity Agreement be in full force and effect upon execution;
- g. Understand that I must obtain a supervisor's permission before I begin to ride with or accompany any police officers while engaged in the performance of their duties.

Applicant's Printed Name

Applicant's Signature

Date