

RELEASE AND INDEMNITY AGREEMENT

WHEREAS, the undersigned has voluntarily elected to ride as a passenger in the Police Department vehicles of the City of St. Francis, Anoka County, Minnesota, and to accompany police officers of said City while engaged in the performance of their duties, to study and observe for his/her own benefit the functions and operations of the City of St. Francis Police Department and its personnel; and

WHEREAS, the undersigned desires to do so at his/her own risk and recognizing the possible and inherent danger to his/her person and property resulting therefrom; and

WHEREAS, the City of St. Francis does not wish to be liable for any damages arising from personal injuries and/or property damage sustained;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the undersigned does hereby, for himself/herself, his wife or her husband, heirs, executor or administrator, and personal representatives;

a) Assume full responsibility for any personal injury or damage to his/her person or property which may occur, directly or indirectly, while in, on, or about any such Police Department vehicle, the Police Department premises or any part thereof at the St. Francis City Hall, Anoka County Jail, or any of the other neighboring Police Stations to the City of St. Francis where St. Francis Police may have occasion to frequent in the course of their police work, or while accompanying any police officers of the City of St. Francis while in the performance of their duties;

b) Fully and forever release and discharge the City of St. Francis, its agents and employees, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the undersigned's being in, on, or about any such Police Department vehicle, or at any or all of the premises and places aforesaid, or while accompanying any police officers of the City of St. Francis as aforesaid;

c) Indemnify and hold harmless the City of St. Francis, its agents and employees, for any acts or conduct of the undersigned of whatever kind or nature whatsoever, while in, on, or about any such Police Department vehicle, or at any or all of the premises and places aforesaid, or while accompanying any such police officer as aforesaid;

d) Agree to defend and to pay any costs or attorney's fees as a result of any action brought by or against the City of St. Francis, its agents and employees, for any acts of conduct of the undersigned of whatever kind or nature whatsoever, while in, on, or about any such Police Department vehicle, or at any or all of the premises and places aforesaid, or while accompanying any such police officer as aforesaid;

e) State that he/she is as of the date of the execution thereof, of the age of eighteen (18) years or older; and

f) Agree that it is the intent of the undersigned that this Release and Indemnity Agreement be in full force and effect at any time after the execution here of.

Name

Street

City State Zip Code

Telephone Number Occupation

Date of Birth

EMPLOYER

As employer of the above mentioned Individual, I _____ understand that I/we are aware that this individual will be riding with the St. Francis Police Department. The individual is doing so as our employee and is insured for any Workers Compensation claim by the employee while engaged in any activity with the St. Francis Police Department.

Name

Title

Company/Firm

Permission is hereby granted to the person named herein, and whose signature is affixed to be a passenger in a Police Department vehicle with the St. Francis Police Department on the _____ day of _____ 200__, from _____ o'clock __. M. to

_____ o'clock __M. on the _____ day of _____ 200__.

APPROVED BY _____

Date