

City of HUNTINGTON PARK California

POLICE DEPARTMENT

6542 MILES AVENUE, HUNTINGTON PARK, CALIFORNIA 90255-4386 Tel. (323) 826-6629 • Fax (323) 826-6680

COSME LOZANO

CHIEF OF POLICE

RIDE-ALONG AGREEMENT: ASSUMPTION OF RISK RELEASE AND WAIVER OF CLAIMS

Name:	Date of Birth:	Sex:	Race:
(Please Print Clearly) Driver License/ID Number:			
Driver License/ID Number: (Include S	(tate of Issue) City:	State: _	Zip:
Phone Number:	E-mail:	Occupation:	
Law Enforcement Affiliation (If A	ny):		
Reason for Requesting Ride-Along	:		
Have you been on a ride-along before	ore: Yes \boxed No \boxed If yes,	when and where:	
Do you have any pending criminal officers, the police department, or t (2) years? Yes \(\square \) No \(\square \) If yes,	he City of Huntington Park	, or have you been arres	ted in the past two
Please submit this application at working days if your request is a			
First contact will be by email, (if email	address is provided), second	contact will be at the phor	e numbers provided.
For	Office Use Only – Administr	ative Review	
Approved Denied Date://_	(Admin Name/ID#):	Sign	nature:
Approved Denied Date://	(W/C Name/ID#):	Signature:	
Notified By (Name/ID#):	Date	e:/ RMS	DMV Records
Date of Scheduled Ride-Along://	Total Number of Hours: O	fficer Assigned:	

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF THE RISK

PLEASE READ THE ENTIRE CONTENTS OF THIS RELEASE BEFORE SIGNING, AS IT HAS A SIGNIFICANT EFFECT ON YOUR LEGAL RIGHTS. THIS RELEASE IS INTENDED TO PROTECT THE RELEASED PARTIES FROM ALL LIABILITY RELATED TO YOUR PARTICIPATION IN THE RIDE-ALONG PROGRAM.

This Liability Release and Express Assumption of the Risk ("Release") is given in consideration of the City of Huntington Park Police Department, and its respective employees, officers, owners, directors, agents, and affiliates (hereafter collectively "Agency") allowing Participant to voluntarily participate in the Ride Along Program, it is agreed on behalf of Participant and/or his or her child(ren), heirs, assigns and representatives (hereafter collectively "Participant") that:

- 1. Ride Along Program Protocols: Participant acknowledges that he/she has received a copy of the Ride Along protocols from the Agency and that Participant expressly agrees to follow said protocols. Participant acknowledges that participating in the Ride Along Program may be inherently dangerous and includes but is not limited to (1) traveling to and from government facilities and (2) traveling with and accompanying an assigned Agency employee(s) as she/he performs job duties. These job duties may include but are not limited to, performing administrative duties, training situations, and responding to emergency and non-emergency criminal and police-related incidents, all of which could place Participant in potentially hazardous and life-threatening situations (hereafter referred to as the "Activity"). Participant expressly agrees to keep any and all information Participant encounters regarding medical-related calls for service and/or criminal investigations confidential as required by law. Participant shall be solely responsible for his/her own safety and expressly agrees to follow all legal commands and instructions given by any Agency employee relating to Participant's engaging in the Activity. Participant acknowledges that he/she is not acting as an agent or employee of the Agency while performing this Activity. Furthermore, the Participant agrees that the Agency is not responsible for damages to any property or injuries to Participant or any third person(s) that Participant may cause while performing the Activity.
- 2. Notification of Risks: Participant agrees and understands that participation in a Ride Along Program is dangerous and may result in injury or death. Further, Participant recognizes that some of these risks include, but are not limited to, injuries while traveling to and from the Activity, vehicle accidents, psychological trauma, post-traumatic stress syndrome, emotional disorders, death, slip and fall injuries, broken bones, injuries caused by weapons such as knives, guns or other such items, cuts, abrasions, and exposure to disease, all of which may arise from participation in the Activity. Participant recognizes that emotional and physical injuries are a common and ordinary occurrence of the Activity. Participant hereby agrees to freely and expressly assume and accept any and all risks of property damage, injury, or death to Participant while engaged in the Activity. Further, the Participant voluntarily elects to participate in the Activity and understands that he/she may cease participation in the Activity at any time.
- 3. Assumption of the Risk and Hold Harmless: Participant assumes all risks which may be associated with and/or result from involvement in the Activity and agrees to hold harmless, release, defend, and indemnify Agency of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by Participant while engaged in the Activity, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, express or implied on the part of Agency.

- **4. Unconditional Release and Covenant Not to Sue:** Participant agrees to forever discharge and release Agency from any legal liability and agrees not to sue Agency for any damages or legal claims of any kind, which includes physical injuries, emotional injuries, and property damages caused by or resulting from the Activity.
- 5. Medical Authorization: Participant authorizes Agency and/or its authorized personnel to call for medical care for Participant and/or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is necessary. Participant agrees that, upon such transport to any medical facility or hospital, the Agency shall not have any further responsibility. Further, the Participant agrees to directly pay all costs associated with such medical care and related transportation and indemnify and hold harmless the Agency from these costs.
- **6. Forum Selection:** Participant agrees that any and all disputes between Participant and the City arising from engagement in the Activity, including any claims for personal injury or death, will be governed by the laws of the State of California.
- 7. Severability and Enforceability: In the event that any section of this Release is found to be unenforceable, the remaining terms and conditions shall be fully enforceable, and this Release shall be binding to the fullest extent permitted by law.
- 8. Use of Media (Photographs/Audio-Video Recordings): Participant shall not engage in recording or photographing of any kind during the Ride Along unless otherwise agreed to by Agency in writing under a separate Agreement, Such use includes, but is not limited to, photographs, audio recordings, or video recordings, Participant agrees to indemnify and hold harmless Agency from any and all damages associated with any invasion of privacy or other third-party rights asserted for unauthorized use of such media. Participant shall hold Agency harmless from any claims and demands of any person or persons arising out of or based upon injuries or damages caused by the use of said media or resulting directly from any act on Participant's part in connection with the use of the media or disclosure of photographs or video or audio recordings.
- 9. Confidentiality Agreement: During the course of the ride-along, you may become exposed or aware of details, statements, or images related to ongoing investigations. Such information is deemed confidential in nature and not authorized for public release. In order to assure such confidentiality, the use of multi-media cellular telephones, instant messaging, text messaging, Twitter updates, Facebook messaging, blogging, video tapping, photographing, use of email, or any other form of social media is not allowed during the course of the ride-along. A violation of such activity will terminate the ride-along.

IT IS THE INTENTION OF THIS DOCUMENT TO EXEMPT AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF THE RISK BY READING IT BEFORE I SIGN IT.

I hereby declare that I have carefully read and understand the contents of this document and sign the same of my own free will. By signing below, I confirm that I have not received treatment or consulted with a healthcare provider for any mental health conditions that would hinder or restrict my ability to safely and effectively participate in the ride-along program. My signature indicates that I am fully capable of fulfilling the physical and mental demands associated with this activity.

Executed in Huntington Park, California, on the day of _	,
Participant's Signature:	Date:
Parent/Guardian signature: (If participant is a minor)	Date:
CONTACT INFORMATION IN CASE OF EMERGENCY	7:
Name:	
Relationship to Participant:	
Address:	
City: State: Zip:	
Telephone:	

HUNTINGTON PARK POLICE DEPARTMENT RIDE-ALONG GUIDELINES FORM

The work and activities of law enforcement officers are inherently dangerous. Strict adherence to the following guidelines is necessary in order to safeguard participants and minimize the possibility of interference with normal department activities and obligations. Participants will:

- 1. Read and sign the waiver form, acknowledging understanding of an agreement to adhere to the terms and conditions of the ride-along. A copy of your PHOTO ID is also required to be submitted along with your application.
- 2. Report to the Huntington Park Police Department located at 6542 Miles Avenue in Huntington Park at the time listed on the Ride-Along Application.
- 3. Present a neat and clean appearance and wear appropriate apparel, which will consist of pants and shirts with collars and sleeves. Dresses, skirts, T-shirts, tank tops, sandals, thongs, or high heels are examples of unacceptable attire. Clothing or jewelry that could be offensive to the public, the department, or the city will not be allowed. Tattoos that could be offensive shall be covered during the ride-along.
- 4. Wear no headgear or clothing that could create a perception that the ride-along is a law enforcement employee. This includes police logos, patches, badges, insignia, writings, words, phrases, or pictures, Sam Browne belts, basket weave leather, flashlights, handcuffs, or any other police-related equipment.
- 5. Will not participate while carrying a firearm. This includes off-duty officers from outside jurisdictions. It does not apply to officers from other agencies working on an assignment in conjunction with our department.
- 6. Not possess or use cameras, video equipment, or other recording devices during the ride-along.
- 7. Provide the assigned officer with proper identification prior to the ride-along.
- 8. Provide for own meal during the ride-along if applicable.
- 9. Follow instructions of the assigned and other officers for your safety.
- 10. Not participate in any police action or act in a police capacity.
- 11. Not converse with prisoners, suspects, witnesses, victims, media personnel, or other persons contacted during ride-along unless directed by the assigned officer.
- 12. Not interfere with assigned officer while he is conducting police activities. While you are encouraged to ask questions, please do so at the appropriate time.
- 13. Wear safety belts at all times while the police vehicle is in motion.
- 14. Stay in the police vehicle unless otherwise instructed.
- 15. Any deviation from these guidelines or the assigned or another officer's instructions may result in the immediate termination of the Participant's ride-along.