



**WAIVER OF LIABILITY - ADULT**  
**RELEASE, INDEMNIFICATION**  
**AND HOLD HARMLESS AGREEMENT**

THE STATE OF TEXAS

COUNTY OF DALLAS

That I, \_\_\_\_\_, the undersigned, a private person, for and in sole consideration of the privilege of riding as a guest and voluntary observer in a Duncanville Police Department vehicle and recognizing that routine police activity involves certain inherent dangers and risks to persons and property, do hereby agree to assume the risks and dangers attendant to such activity, including but not limited to property damage, personal injury and/or death to me as a result of motor vehicle accidents or motor vehicle collisions on either public streets or private property; property damage, personal injury and/or death to me as a result of altercations, assaults or any other acts associated with affecting arrests of criminal suspects; property damage, personal injury and/or death to me resulting from the acts of third parties whether caused by, errors, omissions, or negligent acts of third parties or myself; property damage, personal injury and/or death to me resulting from my own activities, errors, omissions, or negligent acts; and/or property damage, personal injury and/or death to others resulting from my own activities, errors, omissions or negligent acts.

I do hereby waive all claims, release, indemnify, defend and hold harmless the City of Duncanville (City) and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation or causes of action which may arise by reason of injury to or death of persons or loss of or damage to any property occasioned by error, omission or negligent act of myself or any other persons with regard to this agreement, and I will, at my own cost and expense, defend and protect the City against any and all such claims and demands.

I DO HEREBY FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSE OF LITIGATION, INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY FEES FOR DEATH OR INJURY TO ANY PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH MYSELF AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AGREED TO BY THE UNDERSIGNED IN ORDER TO FULLY INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF INJURY, DEATH OR DAMAGE.

It is further agreed that the execution of this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement will not constitute a waiver by the City of the defense of governmental immunity, where applicable, or any other defense recognized by the courts of the State of Texas.

I, the undersigned have read this waiver of liability, release, indemnification and hold harmless agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed or Typed Name

\_\_\_\_\_

Address

The above-named individual, by his or her signature hereto, does request the permission and authorization to ride as a guest observer with the Duncanville Police Department. He or she has read the Duncanville Police Department Ride Along Observer Rules of Conduct and agrees to abide by the same.



**WAIVER OF LIABILITY - MINOR**  
**RELEASE, INDEMNIFICATION**  
**AND HOLD HARMLESS AGREEMENT**

THE STATE OF TEXAS

COUNTY OF DALLAS

That I, \_\_\_\_\_, the undersigned, a parent/guardian of \_\_\_\_\_ a minor child, for and in sole consideration of the privilege of permitting said minor child to ride as a guest and voluntary observer in a Duncanville Police Department vehicle and recognizing that routine police activity involves certain inherent dangers and risks to persons and property, do hereby agree to assume the risks and dangers attendant to such activity, including but not limited to property damage, personal injury and/or death to said minor child as a result of motor vehicle accidents or motor vehicle collisions on either public streets or private property; property damage, personal injury and/or death to said minor child as result of altercations, assaults or any other acts associated with affecting arrests of criminal suspects; property damage, personal injury and/or death to said minor child resulting from the acts of third parties whether caused by, errors, omissions, or negligent acts of third parties or said minor child; property damage, personal injury and/or death to said minor child resulting from any of his or her own activities, errors, omissions, or negligent acts; and/or property damage, personal injury and/or death to others resulting from said minor child's own activities, errors, omissions or negligent acts.

I do hereby waive all claims, release, indemnify, defend and hold harmless the City of Duncanville (City) and all of its officials, officers, agents, employees, in both their public and private capacities from any and all liability, claims, suits, demands, expenses of litigation or causes of action which may arise by reason of injury to or death of persons or loss of or damage to any property occasioned by any error, omission or negligent act of said minor child or any other persons with regard to this agreement, and I will, at my own cost and expense, defend and protect the City against any and all such claims and demands.

I DO HEREBY FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSE OF LITIGATION, INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY FEES FOR DEATH OR INJURY TO ANY PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE

NEGLIGENCE OF THE CITY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH MYSELF AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AGREED TO BY THE UNDERSIGNED IN ORDER TO FULLY INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF INJURY, DEATH OR DAMAGE.

It is further agreed that the execution of this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement will not constitute a waiver by the City of the defense of governmental immunity, where applicable, or any other defense recognized by the courts of the State of Texas.

I, the undersigned, have read this waiver of liability, release, indemnification and hold harmless agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Minor's Signature

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

The above-named parent/guardian, by his or her signature hereto, does request the permission and authorization for his or her minor child to ride as a guest observer with the Duncanville Police Department. The parent/guardian and minor child have read the Duncanville Police Department ride along observer rules of conduct and agree to abide by the same.