

Jackson Police Department Ride-Along Program

Voluntary Assumption of Risk, Waiver of Liability and Indemnification Agreement

I, _____, hereby acknowledge that I have voluntarily applied to participate in the Jackson Police Department Ride-Along Program. I have read, understood, and agree to abide by the Ride-Along Rules and Regulations regarding my required conduct and responsibilities with respect to the program. I understand that the privilege and authorization which is granted to me by the approval of this waiver and indemnification agreement may be revoked at any time. **INITIAL:** _____

I am aware that police work, by its very nature, can and will in all probability; involve some danger due to many factors, including the possibility of high-speed chases, armed suspects, and potential emotional trauma. I am voluntarily participating in this activity with knowledge of the danger involved and hereby assume full responsibility for and risk of bodily injury, death, or property damage due to the negligence of the City or otherwise resulting from any aspect of my voluntary participation in the Jackson Police Department Ride-Along Program. **INITIAL:** _____

I hereby waive, release, and forever discharge and covenant to hold harmless for all liability the City of Jackson and any of its elected and appointed officials, officers, agents, or employees, any and all other officers, agents or employees, and any and all other persons, firms, and corporation of and from any and all claims, damages, costs, liabilities, losses, causes of action, demands in law or in equity, resulting from the negligence of the City of Jackson and any of its elected and appointed officials, officers, agents or employees, any and all other officers, agents, or employees, and all other persons, firms and corporation, or otherwise resulting from any aspect of my voluntary participation in the Jackson Police Department Ride-Along program. **INITIAL:** _____

I further agree to fully indemnify the City of Jackson, the Jackson Police Department, and any and all of its elected and appointed officials, officers, agents or employees from any and all third party claims, damages, costs, liabilities, losses, causes of action, demands in law or in equity of any kind, resulting from acts or omissions on my part at any time upon which I am a participant in the Jackson Police Department Ride-Along program. **INITIAL:** _____

I have carefully read this agreement and fully understand that it is an agreement to assume all risks and to release the City from all liability resulting from my participation in the Ride-along program and sign it of my own free will. I warrant that no promise or inducement has been offered, except as herein set forth, that this waiver and indemnification agreement is executed without reliance upon any statement or representation by the persons or parties released, or their representatives, concerning the nature or extent of any potential damages or legal liability therefore. I further warrant that I am legally competent to execute this document. I intend for this agreement to be binding to myself and my heirs, personal representatives, next of kin, spouse, administrators, successors, and assignees. **INITIAL:** _____

Non-Disclosure and Confidentiality Agreement

During the course of ride-along with the Jackson Police Department, you may be exposed to confidential criminal records and/or Michigan Secretary of State Records information. The confidentiality of this information is controlled by statute. The misuse of such information may adversely affect an individual's civil rights and violates the law.

Misuse of the Michigan State Police Law Enforcement Information Network (LEIN) and its interfaced systems violates Michigan Compiled Law 28.214, Section 4 of the C.J.I.S. Policy Council Act. Misuse of the FBI National Crime Information Center (NCIC) is subject to additional federal criminal and/or civil penalties. Misuse of criminal history record information obtained through NCIC violates the Code of Federal Regulation, Title 28, Section 20.25. Misuse of Secretary of State (SOS) records violates State of Michigan driver and vehicle privacy protections laws [MCL 28.295a, 257.902, 257.903, 324.80130d, 324.80319a, 324.81120, 324.82160, and other provisions of law]. Misuse of motor vehicle records is subject to additional federal criminal and/or civil penalties.

Violation of this law by you as an observer of the procedures of the Jackson Police Department may result in your being prosecuted in a criminal and/or civil action.

Participants may be exposed to privileged and confidential information and must agree not to discuss such information with anyone.

Participants shall respect and preserve the confidentiality of all names of persons and information learned through the ride-along, unless otherwise authorized.

Participants shall not use department equipment, including computers, cameras, and recording equipment except when directly authorized by department staff or in extreme emergencies. This includes desk top, laptop, tablet, or Mobile Data computers.

Under the requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), ride-along participants who may come into contact with private health related information will agree in writing to keep all confidential information learned during their ride-along participation confidential.

WHEREAS in connection with the undersigned's participation in the Jackson Police Department's Ride-Along Program, the undersigned may become privy to certain information that should not be disclosed to other individuals and which may include data which is classified as private, confidential or non-public under State and Federal law;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned does hereby:

Agree to refrain from disclosing to a spouse, parent, child, friend, or any other individuals information of any nature that the undersigned may obtain through his/her participation in the Jackson Police Department's Ride-Along Program.

Applicant Signature: _____

Date: _____

Releasor/Guardian: _____
(if rider is a minor – less than 18 years old)

Date: _____