BOULDER COUNTY SHERIFF'S OFFICE VOLUNTEER AND/OR REQUEST FOR RIDE-ALONG WAIVER OF LIABILITY

Passenger/Volunteer's agreement to waive liability and to hold harmless and indemnify Sheriff for any injuries or damages sustained during the course of riding along and/or volunteering with the Boulder County Sheriff's Office (hereinafter "BCSO", "Sheriff" or "Sheriff's Office").

WHEREAS, I (my child or legal ward), whose name is ______, and whose date of birth is ______, am (is) not an employee of the BCSO and have applied to become a volunteer with the BCSO and/or have made a voluntary request to the Sheriff's Office to be allowed to ride along with (to have my child or legal ward ride along with) an employee(s) of the Sheriff's Office in a Sheriff's vehicle during the course of the employee's regular and official patrol duties, including the privilege of observing the employee(s) while on call during active duty, which observation may include my (my child's or legal ward's) being both inside or outside of the official Sheriff's vehicle during the course of riding along with and observing the employee(s); and

WHEREAS, I have applied to become a volunteer with the BCSO and/or I have made this voluntary request to ride along because I desire observe (to have my child or legal ward observe) an employee(s) of the Sheriff's Office in the course of performing his/her official duties so that I (my child or legal ward) can learn about and become more familiar with the nature of the Sheriff's activities and operations in the context of the Sheriff's duty to preserve and protect the safety of the public; and

WHEREAS, the source of my (my child's or legal ward's) interest in the duties and operations of the Sheriff's Office is the following: (Have the volunteer, passenger or parent briefly describe the source of volunteer/passenger's interest in or motivation behind the request: e.g., personal interest; school-related program; community-related program; or other, as appropriate); and

WHEREAS, I know, understand, and am aware that the Sheriff's Office has Volunteer Procedures and has a written Ride-Along Procedure which the Sheriff must follow in acting upon my request to volunteer and/or for ride-along privileges; that the purpose of this procedure is to protect both the Sheriff's Office and volunteers/passengers such as myself (my child or legal ward) who desires to volunteer and/or ride along with the Sheriff's Office for informational and educational purposes; and that, according to this procedure, the Sheriff's Office is not willing to extend the privilege of volunteering and/or ride-along privileges to me (my child or legal ward) unless I am willing, in exchange, to execute this liability waiver and hold harmless agreement; and

WHEREAS, I know, understand, and am aware that the official duties and operations of the Sheriff's Office, including specifically, those duties and operations which I desire to observe (which I desire my child or legal ward to observe) by volunteering and/or riding along with an employee(s) of the Sheriff's Office, <u>are by their very nature dangerous</u>, and, therefore, that by volunteering and/or riding along with the Sheriff's Office, I (my child or legal ward) may be exposed to and in fact may suffer bodily injury or even death, and/or damage to property as a result of traffic accident, the use of weapons, unlawful acts or forcible resistance by law violators or suspected law violators, assault, riot, breach of the peace, fire, explosion, gas, electrocution, the escape or release of hazardous substances, acts of God, or other sources of exposure to injury or damage which Sheriff's employees are likely to face or risk facing in the course of their duties; and

WHEREAS, I know, and understand, Only Colorado commissioned law enforcement officers are permitted to carry a firearm, with the express permission of the Watch Commander, during a ride-along. Non-commissioned individuals and out-of-state commissioned law enforcement officers are expressly forbidden to carry a firearm while participating in a ride-along regardless of whether that individual has a concealed weapons permit.

WHEREAS, with full knowledge of these inherent dangers, it is my personal wish and desire to volunteer and/or ride along with (to have my child or legal ward ride along with) an employee or employees of the Sheriff's Office, for the reasons stated above, and also to myself assume the full risk of any injury or damage which may occur to me (to my child or legal ward) during the course of my volunteer and/or ride-along activities, and further, to indemnify and hold harmless the Sheriff's Office and Boulder County and their officials, agents, and employees from any such injury or damage; and

WHEREAS, for the reasons stated above, I wish to execute this waiver and agreement of my own motivation and accord, in exchange for the privilege of volunteering and/or riding along with the Sheriff's Office in the course of its regular and official duties under the terms of the Sheriff's Volunteer Procedures and/or Ride-Along Procedure.

NOW, THEREFORE, in consideration of the Sheriff's Office extending to me (my child or legal ward) the privilege of volunteering and/or riding along with and observing an employee(s) of the Sheriff's Office during the course of his/her official duties for the benefit of my (my child's or legal ward's) education and information, I hereby agree as follows:

- 1. That I freely, voluntarily, and with full knowledge assume the full risk of and agree to indemnify and hold Boulder County, the Sheriff's Office, and their officials, agents, and employees harmless from any and all liability, damage, loss, cost or expense which any of them may suffer as a result of or arising out of any injury or damage done or caused to myself (my child or legal ward) or to my (my child's or legal ward's) property, as a result of or arising out of my (my child's or legal ward's) volunteering and/or riding along with and observing a Sheriff's employee(s) under the Sheriff's Volunteer Procedures and/or Ride-Along Procedure, including but not necessarily limited to any injury or damage which may arise out of the acts or omissions of the Sheriff's Office or its employee(s), whether negligent or otherwise.
- 2. That I further agree to indemnify and hold Boulder County, the Sheriff's Office, and their officials, agents, and employees harmless from any and all liability, damage, loss, cost or expense which any of them may suffer as a result of or arising out of any injury or damage done or caused to any of them or to any third person or their property as a result of or arising out of any act or omission of my own (of my child or legal ward) during the course of volunteering and/or riding along with and observing the Sheriff's Office under its Volunteer Procedures and/or Ride-Along Procedure.
 - 3. That I also agree, to the extent that I (my child or legal ward) may have access to confidential information of the Sheriff's Office during the course of volunteer and/or ride-along activities, to comply (that my child or legal ward shall comply) with all applicable statutes of the United States, the State of Colorado and all applicable policies and rules and regulations of the Sheriff's Office, and to protect the confidentiality of any such information accordingly. I agree that confidential information will not be disclosed to third parties or used for volunteer/ride along's purposes not related to service with the BCSO without the express written approval of a command level, sworn BCSO Officer. Upon request by BCSO, I shall return all materials provided to me by or on behalf of BCSO and any notes, documents, copies, photographs or other materials prepared by me with respect to such confidential information.
 - 4. I agree that the BCSO may photograph, televise, and videotape the undersigned (or my child or legal ward) in conjunction with activities associated with BCSO and the volunteer and/or ride-along program, for program image advertising in a non-commercial use, including, but not limited to promotion, the broadcast and/or news coverage of the BCSO volunteer and/or ride-along activities.
 - 5. That I have read the foregoing Liability Waiver and Hold Harmless Agreement carefully and in its entirety, that I understand all of the terms and the implications thereof, and that I sign this waiver and agreement of my own free will and in consideration of the benefits to me (to my child or legal ward) as set forth herein.

| Print adult or child's name: | | | | | |
|---------------------------------------|----------------------------------|--------|------|-----|-----|
| Address: | | | | | |
| Phone: | E-mail: | | | | |
| Signature: | | Date | e: | | |
| Signature: | N IF VOLUNTEER IS UNDER 18 YEARS | OF AGE | e: | | |
| Emergency Contact Name: | | | ne: | | |
| Name of Physician: | | | ne: | | |
| | | | | | |
| Shift Desired: Days Nights (Circle On | ue) 0600-1800 1800-0600 | | | | |
| Day Desired: SUN MON | TUE | WED | THUR | FRI | SAT |

| Sheriff's Office | Pos | Position | | | | | |
|--|----------|------------------|--|--|--|--|--|
| ************************************** | | | | | | | |
| RECORDS ONLY - DO NOT WRITE BELOW THIS LINE | | | | | | | |
| RMS | Warrants | Criminal History | | | | | |

Date

Check Conducted By

(Revised December, 2022)