



GLOUCESTER POLICE DEPARTMENT

Office of the Chief of Police
197 Main Street
Gloucester, MA 01930
(978) 281-9775



Chief Edward G. Conley

CITY OF GLOUCESTER RELEASE OF LIABILITY AND INDEMNIFICATION

In consideration of my being allowed to participate in this activity with the City of Gloucester and the Gloucester Police Department (hereinafter the City), I, _____, understand, acknowledge, appreciate and agree for myself that:

1. I knowingly and freely ask to participate in this activity even though there are risks, both known and unknown, and I accept the risks as my own even if an injury arises from the negligence of the City of Gloucester, the Gloucester Police Department, or its employees or agents or others, and I assume full responsibility for the risks associated with my participation;
2. Understanding the voluntary nature of participation in this activity, and in return for the benefits I will receive from it, I, for myself and my heirs and assigns do forever RELEASE, acquit, discharge and covenant to HOLD HARMLESS the City of Gloucester, the Gloucester Police Department, its employees and agents from any and all actions, causes of action, liability, negligence, debts and claims on account of or in any way growing out of, directly or indirectly, all known and unknown personal injuries, property damage or death which I may now have or may hereafter acquire, and which results from or during participation in this activity and/or which are caused by, or are directly or indirectly related to the work or to the conduct of the City of Gloucester, its employees and agents, occurring during or in relation to this activity.
3. I covenant and agree not to commence any legal action or to make any claim whatsoever against the City of Gloucester, the Gloucester Police Department, or its employees or agents or others, for personal injury, including death or property damage, which I may suffer or incur, in connection with or arising out of my riding as a passenger in a Gloucester Police Department marked vehicle. Furthermore, I release the City from all claims, demands, liabilities, damages, actions and causes of action arising out of or connected with

my riding on any Gloucester Police Department marked vehicle. Furthermore, I agree to hold harmless and indemnify the City from all loss, cost and expense, including reasonable counsel fees, claims, demands, damages, actions and liability, arising out of or connection with any actions taken by me as a passenger while in or on a Gloucester Police Department marked vehicle. I acknowledge that riding in or on any emergency response apparatus is inherently dangerous and I, therefore, assume all risks of harm and damage associate therewith. I intend that this document shall be binding upon myself, and my heirs, successors and assigns.

4. Knowing the above, I freely hereby agree to participate in this activity;

I HAVE READ THIS RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COERCION ASSUMING FOR MYSELF THE RISK OF PARTICIPATION IN THIS ACTIVITY.

Signed this _____ day of _____, 20__.

Participant's signature

Signature of Parent or Guardian
(if under 18)

Witness