



HARRIS COUNTY
CONSTABLE PCT. 5
Release of Liability &
Indemnity Agreement



STATE OF TEXAS
COUNTY OF HARRIS

I \_\_\_\_\_, residing at \_\_\_\_\_,
(First, Middle, and Last Name) (Street Address, City, State and Zip Code)

have been granted, subject to my execution of this Release of Liability & Indemnity Agreement, the privilege, at my request and personal benefit, of accompanying members of the Harris County Constables Office, Precinct Five, while on general duty in a vehicle owned by Harris County. In consideration of this privilege and benefit of accompanying the Harris County Constable's Office, Precinct Five during the performance of their law enforcement duties, I do by these presents for myself, my heirs, executors, administrators, and assigns, hereby release and agree to INDEMNIFY, RELEASE AND FOREVER DISCHARGE, Harris County, its officers, agents and employees from any and all actions, causes of action, claims, demands, costs or damages arising from or resulting from property damage, personal injuries or death sustained by me or my property while accompanying him/her or them, EVEN IF SUCH DAMAGE, INJURY OR DEATH IS CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF HARRIS COUNTY OR ITS OFFICERS, AGENTS, OR EMPLOYEES.

I further agree by these presents for myself, my heirs, executors, administrators, and assigns, to INDEMNIFY, RELEASE AND FOREVER DISCHARGE Harris County, its agents, officers and employees, from any liability, action, claim, damage, award or judgment incurred or suffered by Harris County, or individuals as a result of any act or omission by me or caused by me while accompanying any employee, agent, or officer of the County, EVEN IF ALSO CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE COUNTY OR ANY AGENT, EMPLOYEE OR OFFICER OF HARRIS COUNTY.

In addition, by initialing each of the items below, I make the following representations and acknowledgements upon which I intend Harris County, and each of its agents, officers and employees to rely:

- 1. I understand and agree that while accompanying any Precinct Five Deputy, agent, officer or employee of Harris County during his/her law enforcement duties, I am to be only an unarmed lay observer and bystander with no active role whatsoever, and that I will have no duties, rights, powers or authority whatsoever other than those conferred by law upon any other person in like or similar circumstances as may arise from time to time and will under no circumstances interfere with any deputy or offer any advice or counsel to any person being questioned, investigated, taken into custody or arrested by any deputy;
2. I understand that I am not and will not be considered an agent, servant or employee of Harris County for any purpose, including, without limitation any workers compensation, death or disability benefits;
3. I realize that I may and will at unpredictable times be placed in both foreseeable and unforeseeable positions of considerable danger and agree that neither Harris County, nor any of its officers, agents, or employees shall be obligated to take any steps or actions to protect my person or provide a means of withdrawal or retreat for me, and I HEREBY RELEASE them of any duty to do so intending hereby to willfully and voluntarily assume all risk inherent in any situation and under any circumstances that may arise incident hereto;
4. I agree that any information that I may gain will be used by me only for my personal educational purposes except where I am summoned as a witness in any administrative or court proceeding, and I will not disclose information that is not subject to public disclosure unless it is "public information" subject to disclosure under Chapter 552 of the Texas Government Code.
5. I represent that I am at least twenty-one (21) years of age and that I make this request, this waiver, and this promise of indemnity by my own free will and desire.

ADDITIONAL WAIVERS FOR DEPARTMENTAL PROGRAM APPLICANTS ONLY

- 1. I understand that while attending the Citizens or Teen Police Academies I am to be a participant in activities involving law enforcement procedures, however at no time shall I possess duties, rights, powers or authority whatsoever, other than those conferred by law upon any other person.
2. I realize that some elements of the Citizens and Teen Police Academies, and R.A.D. class, by their very nature, present an elevated level of danger and I hereby release Harris County, its officers, agents, and employees from all liability and hereby willfully and voluntarily assume all risk inherent in any situation and under all circumstances that may arise while participating.
3. I represent that I am at least eighteen (18) years of age and that I make this request, this waiver, and this promise of indemnity by my own free will and desire.

BY SIGNING I DECLARE THAT I HAVE READ AND UNDERSTOOD EACH AND EVERY PART OF THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.

NAME (Print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS (Print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PARENT OR LEGAL GUARDIAN (If under 18)

Name (Print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_