



READ THIS DOCUMENT COMPLETELY BEFORE SIGNING

AGREEMENT

Assuming Risk of Injury or Damage  
and  
Waiving and Releasing All Claims

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the CITY OF WYOMING, a political subdivision of the State  
of Ohio, hereinafter referred to as "City", and of the County of Hamilton, State of  
Ohio, hereinafter said applicant is referred to as "rider".

WITNESSETH:

Whereas, rider, not being a member, employee or agent of any law enforcement  
department, has requested permission to ride as an observer in a motor vehicle owned by  
the City and used and operated by a member or members of the Police Department of the  
City while engaged in the active performance of their official duties, and

Whereas, rider understands and acknowledges that the performance by members of the  
Police Department of the City of their official duties constitutes an inherently dangerous  
activity which may result in injury, damage or death to rider which may result in damage  
to the property of the rider, and

Whereas, rider is over the age of sixteen (16) years, to-wit: of the age of \_\_\_\_\_ years,  
and

Whereas, City has agreed to permit rider to ride as an observer, as aforesaid, upon  
agreement by rider to assume in writing, all risk of injury, damage or death as a result of  
such activity and to waive any claim which rider, or his/her heirs, executors,  
administrators or assigns, may have or acquire as a result of such injury, damage or death  
and to release the City, its officer's, agents, employees and sureties from any liability  
arising from such injury, damage or death as a result of such activity,

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and  
covenants hereinafter agreed to be kept and performed, it is hereby mutually agreed as  
follows,  
to-wit:

1. The City agrees to permit rider to ride as an observer in a motor vehicle owned by the  
City and used and operated by the Police Department of the City while such vehicle is

being operated by a member or members of the Police Department of the City while engaged in the active performance of their official duties a member or members of the Police Department of the City.

2. The rider agrees to the following rules, conditions and limitations while riding in such motor vehicle:

- (a) The rider will not be involved in any investigation being conducted by the Police Department of the City.
- (b) The rider will not converse with any suspect, victim or witness.
- (c) The rider will not use, handle, or tamper with any equipment of the Police Department of the City.
- (d) The rider will obey, without question, all orders or directive of the member or members of the Police Department of the City.
- (e) The rider may terminate his/her participation in the ride at any time and will, upon such termination, be returned to the police station as soon as it is reasonably practicable.
- (f) That, in the event of any emergency, the rider agrees, upon request of any member of the Police Department of the City, to temporarily disembark from the motor vehicle, to be picked up later by the Police Department personal upon termination of the emergency.
- (g) The rider's participation in the ride may be terminated by the member of the Police Department of the City operating the motor vehicle at any time, with or without cause, by returning the rider to the police station.

3. That rider hereby knowingly and voluntarily assumes all risk of injury, damage or death to rider or injury or damage to rider's property occurring as a result of any of the activities herein above described.

4. That rider, for himself/herself and on behalf of his/her heirs, executors, administrators and assigns, does hereby waive any claim or claims against the City, its officer's, agents, employees and sureties, arising from injury, damage or death to rider or damage to rider's property as a result of rider's participation in any of the activities herein above described.

5. That rider, for himself/herself and on behalf of his/her heirs, executors, administrators and assigns, does hereby release the City, it's officers, agents, employees and sureties, from any and all liability for injury, damages or death to rider or of injury or damages to rider's property proximately caused by rider's participation in any of the activities herein above described.

6. The rider hereby acknowledges that he/she has read the foregoing in full prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**DO NOT SIGN UNTIL YOU HAVE READ THIS AGREEMENT IN FULL**

\_\_\_\_\_  
Signature

\_\_\_\_\_, Rider  
Print Name

\_\_\_\_\_  
Signature (Parent or Guardian if Applicable)

\_\_\_\_\_  
Signature of Verifying Officer

**CITY OF WYOMING**

By: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Title