

ASHEBORO POLICE DEPARTMENT RIDE-ALONG PROGRAM AGREEMENT

Prior to completing this form, please read the entirety of the document because it contains an agreement whereby (1) you expressly assume the risk of participating in the Asheboro Police Department Ride-Along Program and (2) you release the City of Asheboro from any liability for damages that you might suffer during the course of your participation in the program. **Your entry into this agreement will significantly impact your legal rights** because the intent of the agreement found herein is to release the City of Asheboro, including its officials and employees from all liability for any harm or cost that you may experience as a direct or indirect consequence of your participation in the ride-along program.

Print Full Name				Date of Birth	
Street Address		City	State	Zip	Telephone
Driver's License #		State	Emergency Contact Name		Emergency Contact Phone
Optional information (Known Allergies, Medic-Alert Info, Etc.)					

Purpose of the Ride-Along Program

The purpose of the ride-along program is to encourage community involvement in law enforcement and to enhance the lines of communication between the Asheboro Police Department and the public it serves. With better communication of the challenges, risks, and rewards of the police officer's role in the community, the Asheboro Police Department hopes to promote an environment of trust and mutual respect.

Program Rules and Guidelines

In order to ensure that the ride-along program does not impede the effective delivery of public safety services by the Asheboro Police Department (hereinafter referred to as the "Department") and to promote the safety of the participants in the program, strict compliance with the following rules and guidelines is required of any individual participating in the ride-along program:

- (1) An individual will only request to participate in the ride-along program when he or she is physically and mentally fit to do so.
- (2) Any person wishing to participate in the ride-along program must be at least sixteen (16) years of age; provided, however, the adopted Public Safety Cadets Program regulations shall serve as the controlling authority as to the age requirements for members of the Public Safety Cadet Program who participate in the ride-along experience.
- (3) No person with pending criminal charges (minor traffic offenses deemed to be infractions are excluded from the term "criminal charges") may participate in the ride-along program. If no charges are currently pending, the criminal history record of the individual seeking to participate in the ride-along program will be evaluated on a case-by-case basis in order to determine, in the sole discretion

of the Department, if the past criminal history of the individual is too problematic for participation in the ride-along program.

- (4) No person with a pending or threatened civil action/claim for damages of any kind against the City of Asheboro or its officials and employees may participate in the ride-along program. If no civil actions/claims for damages are currently pending, any actual or threatened civil actions/claims in the past will be evaluated on a case-by-case basis in order to determine, in the sole discretion of the Department, if these previously threatened or filed actions are too problematic for participation in the ride-along program.
- (5) The submission of a request to participate in the ride-along program does not guarantee that permission will be granted for such participation. The Department reserves the right to reject, with or without cause and without explanation, any and all requests to participate in the ride-along program. Decisions about whether to grant authorization for individuals to participate in the ride-along program will be made on the basis of the Department's commitment to advancing, to the fullest extent possible, the ability of its officers to focus on lawfully, efficiently, and successfully performing their duties in the face of unpredictable and potentially stressful situations that involve a diverse array of individuals.
- (6) Individuals who live, work, or attend educational programs within the corporate limits of the City of Asheboro will be given preference over individuals who do not live, work, or study within the Department's jurisdiction.
- (7) Individuals who have never participated in the Department's ride-along program will be given preference over past participants.
- (8) Unless a participant is a member of the Department's Public Safety Cadet Program or is seeking to participate in the program in order to fulfill a written requirement of a formal educational program, participants shall be limited to one (1) ride-along per calendar year.
- (9) While the department will consider an individual's stated preference for a date and time to participate in the program, the final decision as to the approved date, time, and assigned officer for the ride-along shall be in the sole discretion of the Department's designated supervisory official(s).
- (10) Participants must have a valid photo ID, such as a driver's license, in their possession when reporting for a scheduled ride-along.
- (11) The participant will immediately terminate his or her participation in the program during a specific shift if, at any point during the participant's ride-along experience, he or she begins to feel ill.
- (12) Subject to the adopted regulations for members of the Department's Public Safety Cadets Program, all civilians authorized to ride in police vehicles will participate in a passenger/observer capacity only. Participants are not permitted to take part in any police action, assist in conducting investigations, or in performing any other police task or function. Participants shall limit their movements to places open to the public and to places where permission has been granted to enter. This prohibition on participation in police actions and the limitation of access/movement specifically includes, without limitation, the prohibition of participants entering into any location accessed by the Department's personnel by means of the execution of a search warrant.
- (13) No participant, including without limitation members of the Public Safety Cadets, is permitted to operate a police vehicle or to handle or possess firearms or weapons. No participant, including individuals with concealed carry permits, can carry a firearm while participating in the ride-along program.
- (14) Participants must comply with all lawful instructions given by the officer with whom the participant is riding. Participants must never obstruct police operations and shall not interfere with the efforts of officers to perform interviews, investigations, arrests, and other types of activities required of officers in the course of their daily activities.

- (15) Participants shall not converse with prisoners, suspects, witnesses, victims, or media personnel contacted during the ride-along unless authorized to do so by the assigned officer.
- (16) No audio recordings, cameras, or similar devices are allowed without the prior approval of the Chief of Police or his/her designee.
- (17) In the case of a potentially dangerous or hazardous call, participants may be dropped off at a safe location. If this occurs, the officer will give the participant specific instructions and arrange for transportation by another officer. If this unusual and unanticipated action is taken, it will be taken for the participant's safety.
- (18) Participants must properly wear their seat belts whenever the police vehicle is in motion.
- (19) Participants shall conduct themselves in a civil and courteous manner at all times.
- (20) Participants can unintentionally impact the ability of the Department's personnel to project a professional and calm demeanor during potentially stressful encounters with the public. In order to avoid such a problem, participants must be well groomed and engage in good hygiene practices, including the avoidance of strong perfumes or colognes, so as not to detract from the officer's ability to hold the attention of individuals with whom the officer is interacting and engaging in an effort to diffuse a potentially volatile situation.
- (21) Participants shall not wear headgear or clothing that could create the perception that the participant is a law enforcement officer. Participants shall wear neat, clean, and appropriate clothing. Flip-flops, shorts, sweat suits or jogging suits, tank tops, halter tops, or clothing which is torn, soiled, or displays language and/or symbols that might be offensive to the members of the community that the Department is attempting to serve and protect are prohibited.
- (22) If the ride-along experience is of sufficient duration, and the assigned officer has an opportunity to take a meal break, the participant is responsible for providing for his or her own meal.
- (23) The safety of officers, participants, and individuals with whom the officer and participant come into contact as well as the Department's responsibilities to the city that it serves are of primary concern to the Department. Consequently, the authorization to participate in the ride-along program can be revoked with or without cause and with or without notice by the officer to whom the participant has been assigned, subject to the concurrence of the officer's supervisor, or at the initiative of any other official within that officer's chain of command.
- (24) In an effort to ensure that the participant does not pose a risk to the operational effectiveness of the Department or pose a risk to the safety of the public or the officers, all participants in the ride-along program are subject to a background investigation. At a minimum, and without limitation, this background investigation may include a review of records maintained by the Federal Bureau of Investigation, the State Bureau of Investigation, and the North Carolina Administrative Office of the Courts. By submitting a request to participate in the ride-along program and agreeing to these rules and guidelines, the participant consents to the Department conducting such a personal background investigation, and releases military organizations, public agencies or units of government, former or present employers, and any other person or entity from any civil or criminal liability associated with the release of records in furtherance of the background investigation conducted by the Department.
- (25) Participants have no employment relationship with the City of Asheboro. Consequently, the records generated as part of the ride-along program are not protected as public employee personnel records and are open for public inspection and copying.
- (26) As a consequence of witnessing an officer's performance of official duties, the participant may be required to give sworn statements and/or testify in court about the events that are observed.

Acknowledgements and Agreements by the Participant

In consideration of Asheboro Police Department personnel allowing the individual identified above to participate in the Department's Ride-Along Program (the individual seeking permission to ride along with an officer of the Asheboro Police Department shall be hereinafter referred to as the "Participant"), the Participant, on behalf of himself or herself and his/her heirs, executors, administrators, personal representatives, successors, and assigns, hereby covenants and agrees as follows:

A. Ride-Along Program Rules and Guidelines:

The Participant hereby acknowledges that he/she has received, read, understands, and unconditionally agrees to comply with the rules and guidelines for the ride-along program that are printed on pages one (1) through three (3) of this instrument. This agreement to comply with the rules and guidelines of the ride-along program specifically includes, without limitation, the Participant's agreement to follow all legal commands and instructions given by the Department's employees during the course of the ride-along experience. Furthermore, the Participant hereby expressly consents to the Department conducting the above-described background investigation and agrees, in consideration of the Department's willingness to conduct the background investigation as part of the evaluation of the individual's request to participate in the program, to release and hold harmless the City of Asheboro and its officials and employees, in their official and individual capacities, from any and all liability and claims for damages that may arise out of or are connected, directly or indirectly, to the said background investigation and/or any decision by the Department's personnel to reject or terminate the Participant's involvement in the Department's ride-along program.

(Initials of Participant and, if minor, Parent/Guardian)

B. Notification of Risks:

Participant agrees and understands that participation in the ride-along program is dangerous and may result in injury or death. Participant recognizes and acknowledges that some of the risks associated with a police ride-along program include, but are not limited to, injuries sustained in motor vehicle crashes, psychological trauma, post traumatic stress syndrome, emotional disorders, death, slip and fall injuries, broken bones, injuries caused by weapons such as knives, guns, or other such items, cuts, abrasions, joint and back injuries, eye injuries, concussions, and exposure to communicable diseases. Participant hereby agrees to freely and expressly assume and accept any and all risks of property damage, injury, or death to the Participant while participating in the Department's ride-along program. Furthermore, Participant voluntarily elects to participate in the ride-along program, and the Participant understands that he/she may cease participation in the ride-along program at any time.

(Initials of Participant and, if minor, Parent/Guardian)

C. Hold Harmless and Indemnification:

In consideration of the receipt of permission to participate in the Department's ride-along program, the Participant, on behalf of himself or herself and his/her heirs, executors, administrators, personal representatives, successors, and assigns, does hereby agree to defend, indemnify, and hold and save harmless the City of Asheboro and its elected and appointed officials, officers, employees, agents, and representatives, in their official and individual capacities, from any and all claims, losses, demands, causes of action, suits, settlements, costs,

charges, professional fees, damages, penalties, and other expenses or liabilities of every kind or character for which the actions of the Participant during the ride-along program were the proximate cause.

(Initials of Participant and, if minor, Parent/Guardian)

D. Unconditional Release and Covenant Not to Sue:

In further consideration of the receipt of permission to participate in the Department's ride-along program, the Participant, on behalf of himself or herself and his/her heirs, executors, administrators, personal representatives, successors, and assigns, does hereby agree to fully and unconditionally release, acquit, and forever discharge the City of Asheboro and its elected and appointed officials, officers, employees, agents, and representatives, in their official and individual capacities, from any and all claims, losses, demands, causes of action, suits, settlements, costs, charges, professional fees, damages, penalties, and other expenses or liabilities of every kind or character that arise directly or indirectly out of the Participant's acceptance into and active involvement with the Department's ride-along program. Furthermore, in express acknowledgement of the adequacy of the above-stated consideration, the Participant, on behalf of himself or herself and his/her heirs, executors, administrators, personal representatives, successors, and assigns, does hereby covenant not to sue the City of Asheboro and its elected and appointed officials, officers, employees, agents, and representatives, in their official and individual capacities, on the basis of any claim or cause of action that may arise directly or indirectly out of the Participant's acceptance into and active involvement with the Department's ride-along program.

(Initials of Participant and, if minor, Parent/Guardian)

E. Medical Authorization:

Participant hereby authorizes the Department and its personnel to call for medical care for Participant and/or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is necessary. Participant agrees that, upon such transport to any medical facility or hospital, the Department shall not have any further responsibility. Furthermore, Participant agrees to directly pay all costs associated with such medical care and related transportation and indemnify and hold harmless the City of Asheboro and its personnel, in their official and individual capacities, from these costs.

(Initials of Participant and, if minor, Parent/Guardian)

F. Use of Media (Photographs/Audio-Video Recordings):

Unless otherwise authorized by means of a separate written agreement with the Department, Participants shall not engage in recording or photographing any events or individuals, whether alive or deceased, that are observed during the ride-along experience. This prohibition includes, by way of illustration and not limitation, any and all types of digital photography, audio recording, and video recording. Furthermore, the Participant hereby agrees to indemnify and hold harmless the Department from any and all damages associated with any invasion of privacy or third party rights asserted for unauthorized use of such media.

(Initials of Participant and, if minor, Parent/Guardian)

G. Severability and Enforceability:

In the event any section of this instrument is found to be unenforceable, the remaining terms and conditions shall be fully enforceable. The release, hold harmless, and indemnification provisions, as well as all of the conditions imposed as part of the above-described Asheboro Police Department Ride-Along Program, shall be binding and enforceable to the fullest extent permitted by law.

(Initials of Participant and, if minor, Parent/Guardian)

This agreement shall be effective from _____ to _____.
(Date) (Date)

IT IS THE PURPOSE OF THIS INSTRUMENT TO EXEMPT AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF THE RISK AGREEMENT BY READING THE DOCUMENT BEFORE I SIGNED IT.

Signature Block if Participant Is 18 Years of Age or Older:

Signature of Participant Date

Typed or Printed Name of Participant

Signature Block if Participant is Under 18 Years of Age:

Participant Name: _____ (Typed or Printed)

Relationship to Participant: _____ (Typed or Printed)

Signature of Participant's Parent/Guardian Date

Typed or Printed Name of Participant's Parent/Guardian

Signature of Participant

Date

Signature of Authorized Asheboro Police Department Official

Date

Typed or Printed Title and Name of Authorized Official