

Town of Madison Police Department

Agreement Assuming Risk of injury or damage, waiver and Release of claims and indemnity agreement

WHEREAS I, _____, being over the age of eighteen and not being a member of the Town of Madison Police Department have made a voluntary request to ride as a guest in a vehicle assigned to the Town of Madison Police Department and to accompany a member or members of the Town of Madison Police Department during the performance of their official duties, and

WHEREAS, the Town of Madison Police Department is willing to allow me to ride as a guest in a vehicle assigned to that department and to accompany a member or members of the department during the performance of their duties on the following conditions:

NOW, THEREFORE, in consideration of the permission given to me to ride in a vehicle assigned to the Town of Madison Police Department and to accompany a member or members of said department during the performance of their official duties, I do hereby agree:

That I shall be under the immediate and direct control of the Town of Madison's Police Officer to whom I have been assigned and shall obey that police officer's directions at all times; that I am not to engage in any police activity unless expressly directed to do so by a Town of Madison Police Officer; that I am not to be armed with a weapon of any type unless I am a sworn police officer in the State of Wisconsin and in such case I may carry a concealed firearm in conformity with the Wisconsin Statutes and my own police department/agency policies; that I am to be identified upon request as an observer and in no way to be identified as having any police power, and, that if at any time the responsible Town of Madison Police Officer, Town of Madison Police Officer in charge, or any ranking Town of Madison Police Officer determines that it is appropriate to terminate my participation, I must immediately comply.

That I am aware that the work of the Town of Madison Police Department are inherently dangerous and that I may be subjected to risk of death or personal injury or damage to my property by accompanying a member or members of the Town of Madison Police Department during the performance of their official duties and that I freely, voluntarily and with such knowledge assume the risk of death, personal injury, or property damage arising from or in any way connected with the accompanying a member or members of the Town of Madison Police Department during the performance of their official duties. These risks include, but are not limited to, 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 or the escape of radioactive substances.

That the Town of Madison, its Police Chief, police officers, employees, Board members, commission members, volunteers, departments and all their respective sureties, and each of them or any combination of them, shall not be responsible or liable for my death or any injury to either me or my property incurred and/or arising from riding in any vehicle assigned to the Town of Madison Police Department and/or while accompanying any member or members of said Department during the performance of their official duties, whether or not said death or injury to me or my property results from any negligent act or omission on the part of any member of the Town of Madison Police Department; and I hereby specifically release the Town of Madison, and its Police Chief, police officers, employees, Board members, commission members, volunteers, departments and all their respective sureties from any an all claims, demands, actions and rights of action, of every kind or nature, which I now have or may hereafter have arising out of and/or in any manner resulting from riding in any vehicle assigned to the Town of Madison Police Department and/or while accompanying any member or members of said Police Department during the performance of their official duties.

For myself, my heirs, executors, administrators and assigns, I agree to defend and indemnify the Town of Madison, its Police Chief, police officers, employees, Board members, commission members, volunteers, departments and all their respective sureties, and each of them or any combination of them, against any and all claims, demands, actions, rights of action, suits, debts, damages liabilities, expenses and fees of every kinds, description or nature incurred and/or arising out of any actual or claimed negligent or wrongful act or omission of mine while riding in any vehicle assigned to the Town of Madison Police Department and/or while accompanying any member or members of said Police Department during of their official duties.

To defend and indemnify the Town of Madison, Scott T. Gregory, Chief of Police for the Town of Madison, all members of the Town of Madison Police Department, their sureties, and each of them, against any and all manner of actions, causes of actions, suits, debts, claims, or damages or liability or expense of every kind and nature incurred or arising by reasons of any actual or claimed negligent or wrongful act or omission of mine while riding in any vehicle assigned to the Town of Madison Police Department or while accompanying any member or members of said Police Department during the performance of their official duties.

COMPLETE ALL INFORMATION

Signature

Witness

Date

Date

Name: First, MI, Last (Please print)

Address

Date of Birth

Male Female
(Circle one)

City/Town/Village State

Race

Telephone Number

Reason for Ride-Along Request: _____

I am requesting to ride on the following date and time and with the following officer (optional):

Date

Time

Officer (optional)

OFFICE USE ONLY:

Approved

By: _____

Disapproved

Date: _____

Officer assigned: _____

Hours of Ride-Along: From _____ am or pm

To _____ am or pm

Town of Madison Police Department

Ride-Along Orientation

- 1) The participant must be at least 18 years old.
- 2) The participant shall not assist the police officer(s) or participate in any police function without the expressed verbal consent of the Town of Madison Police Department.
- 3) Dress Code: The participant shall be neat and clean and must wear appropriate clothing; shoes and socks required, no T-shirts allowed. There shall be no controversial insignias or symbols on the person or clothing. The Town of Madison Police Officer has total discretion not to accept an individual to participate in the Ride-Along Program based upon the appearance of the individual.
- 4) The participant shall not carry or have access to or in any way use electronic recording devices such as tape recorders, cameras, etc.
- 5) The participant shall not carry weapons of any type unless the participant is a sworn police officer in the State of Wisconsin.
 - i) Police Officers may carry a concealed firearm in conformity to Wisconsin Statutes and their individual departmental policy.
 - ii) The Town of Madison assumes no liability for any non-Town Police Officer for their use/misuse of any firearm.
- 6) The participant must read and sign the host agency's "Agreement Assuming Risk of Injury or Damage, Waiver and Release of Claims and Indemnity Agreement."
- 7) All activities and information observed, overheard, obtained or in any resulting from the participant's involvement with this Ride-Along Program shall be treated by the participant as CONFIDENTIAL.
- 8) The participant's ride may be temporarily or permanently terminated at the sole discretion of a police officer, and the participant shall immediately comply.
- 9) Ride-along participants may not accompany officers into private residence or into any other place not readily open to the public when the officer's legal basis for entering is not based upon consent (e.g., warrant execution, exigent circumstances, community caretaker, etc.)
- 10) Ride along participants may accompany officer into private residences or into other places not readily open to the public when:
 - i) The owner/resident or other person in control of the premises expressly consents to the ride-along participants entry.
 - ii) The ride-along participant is directly assisting the officer in the performance of the officer's duties, (example: intern assisting with searching or evidence collection during search warrant execution).
- 11) Ride-along participants may not exit the squad car during a traffic stop prior to the occupants being secured, unless it is necessary to insure their safety or approved by a Town of Madison Police Officer.

I, _____ hereby acknowledge and pledge that I have read, understood and will obey and comply with the above rules and considerations requisite to my participation in the TOWN OF MADISON POLICE DEPARTMENTS Ride-Along Program.