

*Police
Department*

CITIZEN'S ACADEMY PROGRAM RELEASE AND INDEMNITY AGREEMENT

WHEREAS, the undersigned has voluntarily requested to partake in the Citizen's Academy with the Oak Creek Police Department and the City of Oak Creek, Wisconsin, and to accompany police officers of said city while engaged in performance of their duties, to study and observe for his/her own benefit the functions and operations of the Oak Creek Police Department and its personnel; and

WHEREAS, the undersigned desires to do so at his/her own risk and fully recognizes the possible and inherent danger to his/her person and property resulting therefrom; and

WHEREAS, the City of Oak Creek does not wish to be liable for any damages arising from personal injuries and/or property damage sustained.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the undersigned does hereby, for himself/herself, his wife/her husband, heirs, executor or administrator, and personal representatives:

- a) Assume full responsibility for any personal injury or damage to his/her person or property which may occur, directly or indirectly, while in, on or about any such Police Department vehicle, the Police Department premises or any part thereof at the Oak Creek Municipal Building, or while accompanying any police officer of the City of Oak Creek while in the performance of their duties;
- b) Fully and forever release and discharge the City of Oak Creek, its agents, officers, and employees, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the undersigned's being in, on or about any such Police Department vehicle, or at any or all of the premises and places aforesaid, or while accompanying any police officer of the City of Oak Creek as aforesaid;
- c) Agree to indemnify and hold harmless the City of Oak Creek, its agents, officers, and employees, for any acts or conduct of the undersigned of whatever kind or nature whatsoever, while in, on or about any such Police Department vehicle, or at all of the premises and places aforesaid, or while accompanying any such officer as aforesaid;
- d) Agree to defend and to pay any costs or attorney's fees as a result of any action brought by or against the City of Oak Creek, its agents, officers, and employees, for any acts or conduct of the undersigned of whatever kind or nature whatsoever, while in, on or about any such Police Department vehicle, or at any and all of the premises and places aforesaid, or while accompanying any such police officer as aforesaid;
- e) State that he/she is, as of the date of execution hereof, of the age of eighteen (18) years or older;
- f) If under eighteen (18) years of age, a parent or legal guardian of participant must sign this *Release and Indemnity Agreement*.
- g) Agree that it is the intent of the undersigned that this *Release and Indemnity Agreement* be in full force and affect any time after the execution hereof