



**AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE
WAIVER AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT**

WHEREAS I, _____ **(BEING/NOT BEING)** the age of eighteen, and a member of the Murrieta Police Department Explorer Program, and not being an employee of the Police Department of the City of Murrieta, have made a voluntary request to ride in an authorized Murrieta Police Department vehicle and participate in Murrieta Police Department Explorer functions, and

WHEREAS, the Police Department of the City of Murrieta is willing to allow me to ride in an authorized Murrieta Police Department vehicle and participate in Murrieta Police Department Explorer functions, and:

NOW, THEREFORE, in consideration of the permission given me to ride in an authorized Murrieta Police Department vehicle and participate in Murrieta Police Department Explorer functions, I do hereby agree:

1. That I am aware that the work of the Police Department is inherently dangerous and that I may be subjected to the risk of personal injury, death or property damage arising from or in any way connected with the use of said vehicle or in connection with any other activities, in the performance of said duties, and before and after said performance, whether resulting from or concerning violence, speed, assault, riot, breach of peace, fire, explosion, gas, electrocution, the escape of radioactive substances, other wrongful or criminal act, or any other occurrences or matters while accompanying or observing or in any manner related to the activities of a member or members of the Police Department. I voluntarily and knowingly assume all of these risks. _____ **Initials**

2. That the City of Murrieta, the Chief of Police of the Murrieta Police Department, his sureties, all members of the Police Department of the City of Murrieta, their sureties, employees of the City and its agents and representatives, and each of them, shall not be responsible or liable for any injury, death, damage, loss or expense, either to me or my property, or to my heirs, dependents, or representatives, incurred while or as a result of riding in any vehicle assigned to the Murrieta Police Department or otherwise incurred while or as a result of accompanying or observing or in any manner relating to the activities of any member or members or employees or agents of the Murrieta Police Department or of the City of Murrieta whether or not caused by or resulting from any negligent or wrongful act or omission on the part of any member or employee or agent of the Murrieta Police Department or of the City of Murrieta or from any dangerous condition of public property or other cause. I voluntarily and knowingly assume these risks, and by my consent agree that no action will be brought against said City, Department, Chief of Police, members, sureties, or City employees, agents or representatives arising out or resulting from or concerning any negligent or wrongful act or omission, dangerous condition or other cause. _____ **Initials**

3. For myself, my heirs, executors, administrators and assigns to hold harmless, defend (with attorneys approved by the city) and indemnify the City of Murrieta, the Chief of Police of the City of Murrieta, all members of the Police Department of the City of Murrieta, their sureties, and city's employees, agents, and representatives, and each of them, against any and all matters or actions, causes of actions, suits, debts, claims, demands or damages or liability or expenses of every kind and nature incurred or arising by reason of any actual or claimed negligent or wrongful act or omission of mine while riding in any vehicle assigned to the Police Department of the City of Murrieta or while accompanying any member or members of said Police Department during the performance of their official duties. _____ **Initials**

I hereby verify that I have read and understand the contents of this document and sign the same of my own free will.

Date: _____ Signature: _____
Print name: _____

Signature of authorized Parent or Guardian, confirming and agreeing to the above, if applicant is a minor:

Date: _____ Signature: _____
Print name: _____