



ROCKLAND POLICE DEPARTMENT

POLICE CITIZEN ACADEMY WAIVER RELEASE AND HOLD HARMLESS AGREEMENT

Participant's Name & Address _____ / / _____ () - _____
DOB Phone Number

In consideration of permission granted by the City of Rockland, Maine Police Department allowing me to participate in the Police Citizen Academy Program (the "Program") represent, covenant and agree on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me as follows:

1. I acknowledge and agree that participating in the Program involves certain risks (some of which I may not fully appreciate) and that I may and will, at unpredictable times, be placed in both foreseeable and unforeseeable positions of considerable danger that could cause injury, severe injury, permanent disability, death, mental anguish, stress disorder, mental disability, permanent mental disability, and property damage. I voluntarily accept and agree to incur all risks of injuries, death, damages of any kind or nature, or other harm which may occur during, result from, or relate in any way to my participation in the Program, regardless of the aforementioned injuries, death, property damage or other harm caused in whole or in part by the negligence or other fault of the City of Rockland, Maine or the City of Rockland, Maine Police Department, and or its or their departments, trustees, affiliates, officers, officials, employees, and agents (collectively the "Released Parties") or cause by other persons, agencies or entities not affiliated with the Released Parties.
2. I waive all claims against any and all of the Released Parties for injuries, damages, property damage, or other losses of any and every type or nature whatsoever, whether known or unknown, which occurring during, result from, or relate in any way to my participation in the Program, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties.
3. I fully release and discharge the Released Parties, and hold them harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by or on behalf of any and/or all of the Released Parties as a result of any claims or suits that I (or other persons or entities claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages or expenses which arise during or result from my participation in the Program, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties.
4. I acknowledge and agree that all names, addresses, and other information associated with responding to a request for service or otherwise obtained through my participation in the Program will be kept strictly confidential and will not be communicated in any manner to members of the general public or other persons not employed by the City of Rockland, Maine Police Department. I acknowledge and understand that that violating this provision will result in my immediate removal from the Program and may expose me to liability or claims for damages from any aggrieved person and/or the Released Parties.
5. I acknowledge and understand that I am prohibited from taking audio or video recordings of any events or occurrences associated with responding to a request for service or other event occurring

during my participation in the Program. I acknowledge and understand that any recording device used without the written permission of the Chief of the City of Rockland, Maine Police Department or their designee is subject to review and retention as evidence. I further understand and acknowledge that violating this provision will result in my immediate removal from the Program and may expose me to liability or claims for damages from any aggrieved persons and/or the Released Parties.

6. I understand and agree that while participating in the Program, I am only a lay observer and bystander with no active role whatsoever, and that I will have and am given no duties, rights, powers, or authority whatsoever, other than those conferred by law upon any other person in like or similar circumstances as may arise from time to time, and will, under no circumstance interfere with the agents, employees, or representatives of the Released Parties or offer and advice or counsel to any person being questioned, investigated, taken into custody, or arrested.
7. I agree that the Released Parties may photograph, televise, and videotape my activities occurring in conjunction with my participation in the Program including but not limited to, non-commercial use, commercial promotions, broadcast and/or news coverage of the City of Rockland, Maine Police Department's activities, including this Program.
8. I acknowledge and understand that the execution of the Agreement shall not constitute a waiver by the Released Parties of the defense of governmental immunity, where applicable, or any other defense.
9. I understand that this Waiver, Release and Hold Harmless Agreement is intended to be as broad and comprehensive as permitted by law and agree that if any portion of this document is held to be invalid, that the remaining portions of this document shall remain in full force and effect.
10. I understand and agree that I will not be considered an agent, servant, or employee of the Released Parties and thus, I will not be covered by the Released Parties for any worker's compensation, death, or disability benefits.
11. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I fully and completely understand the terms and provisions of this document and my decision to execute this document is made knowingly and voluntarily.

Participant's Printed Name	X Participant's Signature	Date
Parent/Guardian Printed Name (if applicable)	X Parent/Guardian Signature (if applicable)	Date
Witnessing Officer's Printed Name	X Witnessing Officer's Signature	Date
Police Chief's Printed Name	X Police Chief's Signature (if applicable)	Date