ATASCADERO POLICE DEPARTMENT Date: Time: RIDE-ALONG PROGRAM APPLICATION For Department Use Only Print name (Last, First Middle) Email Date Street Address City State Zip Code Home Phone Driver's License Number Sex Race Age Date of Birth НТ WT HAIR **EYES** Occupation Employer/School **Business Phone** Do you have any past arrests or pending court cases? \square No \square Yes. If yes, list date, agency, charge and disposition. Attach additional sheets if necessary. Why do you want to participate in a Ride Along? Do you have any medical limitations? \square No \square Yes ☐ High Blood Pressure ☐ Heart Condition ☐ Nervous/Mental Health ☐ Other (list) Emergency Contact (Name, Address and Telephone Number) Days/Times You are available to ride? **BACKGROUND AUTHORIZATION** I understand that a criminal check and a warrant check will be conducted as part of the application process. I hereby authorize any law enforcement agency, agencies of the government of the United States of America, and agencies of the State of California to release to the Atascadero Police Department any and all information which said agencies or any of them have about me, for the limited purpose of aiding the Atascadero Police Department in evaluating my eligibility for participation in the Ride Along Program. This release extends to any and all information which said agencies or any of them may have about me, whether public, personal, or confidential. I understand that I will not receive and am not entitled to know the contents of confidential reports received from these agencies and I further understand that these reports are privileged. I hereby release, discharge, and agree to hold harmless the agencies, their agents and representatives and any person furnishing information from any and all liability of every nature and kind arising out of the furnishing and inspecting of such documents, records and other information, and this release shall be binding on my legal representatives, heirs and assigns. **READ THIS DOCUMENT COMPLETELY BEFORE SIGNING** NOTE: THE SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED FOR EXPLORER CADETS UNDER THE AGE OF EIGHTEEN (18) YEARS WHO WISH TO PARTICIPATE. SIGNATURE OF APPLICANT SIGNATURE OF PARENT OR GUARDIAN FOR DEPARTMENTAL USE ONLY DATE: NO RECORD RECORD ATTACHED BACKGROUND CHECK COMPLETED BY: MESSAGE LEFT BY & DATE: ___ UNABLE TO NOTIFY BY & DATE: ___ ☐ RIDEALONG APPROVED ☐ RIDEALONG DENIED FOR: _

DATE: ___

APPROVED BY:

NOTES:

****BE SURE TO FILL OUT ALL PAGES*****

INDEMNITY AND HOLD HARMLESS AGREEMENT

The und	ersigned,
	□ being an employee or agent of the City of Atascadero,
	or
	$\hfill \square$ not being a member, employee or agent of the Atascadero Police Department or the City of
	Atascadero

has made a voluntary request for permission to ride as a guest or observer in a law enforcement vehicle at a time when such vehicle is operated and staffed by members of the Atascadero Police Department and has further requested permission to accompany a member or members of the Atascadero Police Department during the active performance of their duties as Atascadero Police Officers (the "Ride-Along Program").

The undersigned acknowledges that the work and activities of the Atascadero Police Department are inherently dangerous, involving a possible risk of injury, damage, expense or loss to person or property and further agrees and acknowledges that the Atascadero Police Department did not take the initiative in extending an invitation to ride or accompany its members.

Indemnity and Hold Harmless. In consideration for the Atascadero Police Department allowing me to participate in the Ride-Along Program, the undersigned hereby voluntarily and knowingly agrees to indemnify, defend (with legal counsel selected by City), and hold and save harmless the Atascadero Police Department, and the City of Atascadero, and all of their officials, officers, employees, and agents, from and against:

- (1) any actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise), demands, claims, causes of action of whatever nature, costs and expenses (including attorneys fees), judgments, orders, decrees, liens and other encumbrances, and/or liabilities for any injuries (including without limitation death, dismemberment, and emotional distress) or damages (whether to person, property, or business, including without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), known or unknown, existing or future, to the undersigned, arising from or in any way related to the undersigned's participation in the Ride-Along Program; and
- (2) any actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise), demands, claims, causes of action of whatever nature, costs and expenses (including attorneys fees), judgments, orders, decrees, liens and other encumbrances, and/or liabilities for any injuries (including without limitation death, dismemberment, and emotional distress) or damages (whether to person, property, or business, including without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), known or unknown, existing or future, to any person, arising from or in any way related to the undersigned's actions during the undersigned's participation in the Ride-Along Program. The undersigned agrees to assume all responsibility for any property damage or injury to any person caused by the undersigned while participating in the Ride-Along Program.

Authorization for medical treatment. The undersigned hereby consents to receive medical and hospital treatment which may be deemed advisable in the event of an injury, accident, and/or illness during the undersigned's participation in the Ride-Along Program.

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Use of Images. The undersigned understands that during the Ride-Along Program or related activities, the undersigned may be photographed. The undersigned agrees to allow his/her photo, video, or film likeness to be used for any legitimate purpose by the Atascadero Police Department or City of Atascadero, including the promotion of the Ride-Along Program.

Assumption of Risk. The undersigned is aware that the Ride-Along Program is a hazardous activity and voluntarily seeks participation in the Ride-Along Program with the knowledge that there are dangers involved. The undersigned agrees to assume and accept all risk of injury or death, and does so with the intention to relieve the above-named entities and persons from liability to the undersigned and all other persons.

Broad Interpretation. This Indemnity and Hold Harmless Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

PLEASE READ THIS DOCUMENT COMPLETELY BEFORE SIGNING

NOTE: THE SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED FOR EXPLORER CADETS UNDER THE AGE OF 18 YEARS WHO WISH TO PARTICIPATE. IN ADDITION, A MINOR APPLICANT'S PARENTS AND/OR GUARDIANS MUST EXECUTE THE ATTACHED MINOR RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (pg. 5/6)

SIGNATURE OF APPLICANT	SIGNATURE OF PARENT OR GUARDIA

USE OF CRIMINAL INFORMATION AND DEPARTMENT OF MOTOR VEHICLE INFORMATION BY RIDE-ALONG PROGRAM PARTICIPANTS WITH THE ATASCADERO POLICE DEPARTMENT

As a "Ride-Along" with an officer of the Atascadero Police Department, you may have access to confidential criminal records and/or Department of Motor Vehicle record information while participating in the Ride-Along Program. This confidential information is controlled by statute. Misuse of such information may adversely affect an individual's civil rights and violates the law.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11140-11144 and 13301-13305 prescribes penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records and California Law Enforcement Telecommunications System (CLETS) information.

California Vehicle Code Section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicle information.

<u>Violation of this law, by you, as an observer of the procedures of the Atascadero Police Department, may result in your being prosecuted in a criminal and/or civil action.</u>

The following signature indicated this document has been read and understood.

READ THIS DOCUMENT COMPLETELY BEFORE SIGNING

NOTE: THE SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED FOR EXPLORER CADETS UNDER THE AGE OF EIGHTEEN (18) YEARS WHO WISH TO PARTICIPATE.

SIGNATURE OF APPLICANT

SIGNATURE OF PARENT OR GUARDIAN

RIDE-ALONG PROGRAM RULES and REGULATIONS

The Ride-Along program provides the public with an opportunity to ride with a peace officer while he/she performs his/her regular duties. The program is designed to enhance your understanding of law enforcement. The following rules and regulations are designed to maintain the integrity and positive nature of this program.

- 1. All observers shall sign a release of liability, use of criminal and DMV information waiver and background authorization prior to the applicant participating in the Citizen on Patrol Program. The application will be submitted to the Operations Commander or their designee, reviewed and you will be contacted by phone or email regarding your request. Observers under 18 years of age must have a parent or guardian sign the release of liability in the presence of an Atascadero Police Department employee.
- 2. Because you may be exposed to the public, you must be neat and clean in appearance and behave appropriately. Suits, sport coats, sweaters, sport shirts, blouses, slacks, or dress pants are acceptable. Shoes must enclose the entire foot. No open toed shoes, shorts, tank tops, t-shirts, or jeans are allowed. Be prepared for inclement weather. Your Ride-Along may be cancelled if you are inappropriately dressed.
- 3. You are not allowed to have in your possession weapons of any type, including, but not limited to, mace/pepper spray, batons or clubs, stun guns, guns or ammunition, knives, etc. You are not allowed to possess handcuffs, flashlights, radios, scanners, backpacks or large purses, packages, cameras, video or audio recording devices of any type, including cellular phones, or anything that may be prohibited by the on-duty Watch Commander.
- 4. You will not be allowed on the Ride-Along if you have consumed any alcoholic beverage or drug, or while under the influence of an alcoholic beverage or drug, or if the odor of an alcoholic beverage emits from your breath or person.
- 5. During the Ride-Along <u>you may not become involved in any investigation</u> by involving yourself in handling evidence, discussion or interrogation with victim(s) or suspect(s) or by handling police equipment.
 - 6. For safety purposes, you agree to remain under the supervision and control of the host officer at all times.
- 7. When there is a danger of injury, the host officer may, at his/her discretion, discharge you from the patrol unit in a well-lighted, safe location. When the host officer needs to discharge you from the unit for any reason, you shall remain at the location until picked up by another officer or the host officer.
- 8. When you are in an emergency situation, you must immediately and without question comply with all orders or directions given by the host officer or any other Atascadero Police officer.
- 9. Questions about procedures are welcome. However, they must be asked at the appropriate time. Observers should be careful not to interfere with the officer at any time.
 - 10. The observer is responsible to pay for his/her own meals.
 - 11. An observer may end his/her ride at any time simply by notifying the officer.
- 12. If the officer feels the performance of his duties is being impaired in any manner by the actions of the observer, the officer has the authority to return the observer to the station and discontinue the Ride-Along.
- 13. Each applicant will be allowed to participate once in a six month period. Exceptions may be made by the Division Commander or Shift Supervisor on a case by case basis. Separate and approved applications must be completed for each Ride-Along.
- 14. A Ride-Along will normally be for four hours. Exceptions may be made by the Division Commander or Shift Supervisor on a case by case basis.

READ THIS DOCUMENT COMPLETELY BEFORE SIGNING

NOTE: THE SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED FOR EXPLORER CADETS UNDER THE AGE OF EIGHTEEN (18) YEARS WHO WISH TO PARTICIPATE.

SIGNATURE OF PARENT OR GUARDIAN

MINOR RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of allowing	("Minor") to ride as a guest or observer in a law			
enforcement vehicle at a time when such vehicle is ope	erated and staffed by members of the Atascadero Police			
Department during the active performance of their duties as Atascadero Police Officers (the "Ride-Along Program"),				
and	_ ("Guardian(s)"), for themselves and their successors and			
assigns, hereby agree to this Minor Release, Waiver of	Liability and Indemnity Agreement ("Agreement") and			
promise, agree, and covenant to the following waivers,	releases, and agreements to indemnify the Atascadero Police			
Department and the City of Atascadero, and all of their	officials, officers, employees, and agents.			

Indemnity and Hold Harmless. In consideration for the Atascadero Police Department allowing Minor to participate in the Ride-Along Program, Guardian hereby voluntarily and knowingly agrees to indemnify, defend (with legal counsel selected by City), and hold and save harmless the Atascadero Police Department, and the City of Atascadero, and all of their officials, officers, employees, and agents, from and against:

(1) any actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise), demands, claims, causes of action of whatever nature, costs and expenses (including attorneys fees), judgments, orders, decrees, liens and other encumbrances, and/or liabilities for any injuries (including without limitation death, dismemberment, and emotional distress) or damages (whether to person, property, or business, including without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), known or unknown, existing or future, to the undersigned, arising from or in any way related to the undersigned's participation in the Ride-Along Program; and

(2) any actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation, or otherwise), demands, claims, causes of action of whatever nature, costs and expenses (including attorneys fees), judgments, orders, decrees, liens and other encumbrances, and/or liabilities for any injuries (including without limitation death, dismemberment, and emotional distress) or damages (whether to person, property, or business, including without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature), known or unknown, existing or future, to any person, arising from or in any way related to the undersigned's actions during the undersigned's participation in the Ride-Along Program. The undersigned agrees to assume all responsibility for any property damage or injury to any person caused by the undersigned while participating in the Ride-Along Program.

Authorization to Treat a Minor. Guardian authorizes and consents to any X-ray examination, anesthetic, medical, or surgical treatment rendered to the Minor under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medical Practice Act or a Dentist licensed under the provisions of the Dental Practice Act and on the staff of any acute general hospital or emergency care facility holding a current license to operate a hospital or emergency care facility from the State of California Department of Public Health. Guardian understands that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required, but is given to provide authority and power to render care which the aforementioned physician, in the exercise of his/her best judgment, may deem advisable for Minor.

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Further, Guardian understands that Minor will be participating in inherently dangerous activities and agrees to pay for Minor's medical expenses. Guardian understands that all effort shall be made to contact Guardian prior to rendering treatment to Minor, but any of the above treatment will not be withheld if Guardian cannot be reached. This authorization is given pursuant to the applicable provisions of the California Civil Code. This consent shall remain in effect so long as Minor participates in the Ride-Along Program.

Assumption of Risk. Guardian is aware that the Ride-Along Program is a hazardous activity and voluntarily allows Minor to participate in the Ride-Along Program with the knowledge that there are dangers involved. Guardian agrees to assume and accept all risk of injury or death to Minor, and does so with the intention to relieve the abovenamed entities and persons from liability to the undersigned and all other persons.

Guardian Representations. Guardians represent that he/she/they are the lawful parents and/or guardians of the Minor and that the Minor has not been adjudged emancipated. Guardians further represent that they have had an opportunity to read this Agreement and seek the advise of their own independent legal counsel and are entering into the Agreement voluntarily.

IN WITNESS WHEREOF

PLEASE READ THIS DOCUMENT COMPLETELY BEFORE SIGNING

Printed Name of Minor	Printed Name of Guardian	Printed Name of Guardian
Signature	Signature	Signature
Date		Date
Address of Guardian:		
Phone Number ()	and/or ()	