## RELEASE OF CLAIMS AND ASSUMPTION OF RISK FOR RIDE-ALONG PROGRAM

Because participation in the Campus Police Ride-Along Program (the "Program") may expose the participant (the "Participant") to danger, violence or other hazardous conditions, it is the policy of Wake Forest University ("Wake Forest") to require all Participants in the Program to execute this Release and Assumption of Risk Agreement (this "Agreement"). In consideration of the opportunity to ride or walk with, and observe a law enforcement officer in the performance of his or her duties, the Participant agrees to the following:

**Risks:** By signing below, I acknowledge that I fully recognize and appreciate the dangers and hazards I may be exposed to while riding in a patrol car, observing any operation, or participating in the Program in any manner. Some of the risks include, but are not limited to, hazards of travel by car, exposure to violent or dangerous situations, the potential of injury as a result of the criminal, negligent, or injurious acts of others, and injury resulting in serious, permanent physical disability or even death. **I understand and assume these risks**.

**Voluntary Participation:** I voluntarily choose to participate in this Program and I voluntarily assume all risks associated with taking part in this Program.

**Release of Claims:** Knowing the risks described above, I hereby assume all risks and responsibilities surrounding my participation in the Program and I release Wake Forest, its campus police department, its officers, trustees, agents, and employees from any and all liabilities, claims, or demands for damages for personal injury, disability, or other loss, damage or injury of any kind that I may suffer or sustain as a result of my participation in the Program, unless such injury or damage is caused by the gross negligence of Wake Forest or its employees.

## **Program Participation Conditions:**

- All persons approved to participate in the Program will do so as an observer only. Participants are not permitted to take part in any law enforcement action, assist in conducting investigations, or perform any other law enforcement task or function.
- Participants are not permitted to operate a patrol vehicle, handle or possess firearms or weapons or use any departmental equipment, except that Participants are permitted to use the communications system in the event of an extreme emergency.
- All Participants are required to wear appropriate civilian clothing when participating in the Program.
- Participants must be at least 18 years of age unless prior approval has been granted by the Chief of Police.
- If a situation arises that might expose the Participant to undue danger, violence, or other hazardous conditions, the officer may temporarily discharge the Participant at a suitable location when responding to and handling the call.
- Each Participant in the Program must obey instructions from the officer to which the Participant is assigned. An officer experiencing problems with a Participant has the prerogative to discharge the Participant at any suitable location. This Participant may be prohibited from future participation in the Program.
- Any person submitting an application to participate in the Program may be subject to a criminal background check. Any applicant may be rejected without explanation if such participation would not be in the best interest of the department.

**Binding Effect; Construction; Forum:** I acknowledge that this Agreement will be binding on me, as well as members of my family, my spouse, heirs, assigns, and personal representatives. This Agreement will be construed under the laws of the State of North Carolina, which will be the forum for any lawsuits filed under or incident to this Agreement or to the Program.

Applicant Name	DOB	Sex	Driver's License #
Address			Phone

I am eighteen years of age or older and am fully aware of the risks involved in participation in this Program. I have read and understand the foregoing Agreement and agree to be bound by its terms.

Signature

Date

## IF APPLICANT IS LESS THAN 18 YEARS OF AGE:

I (a) am the parent or legal guardian of the applicant named above; (b) have read and understand the foregoing Agreement; (c) am and will be legally responsible for the obligations and acts of the minor Participant as described in this Agreement; and (d) agree, for myself and the minor Participant, to be bound by its terms.

Signature of Parent/Guardian

Date

Printed Name of Parent/Guardian