



RIDE-ALONG AGREEMENT AND RELEASE

I, _____, being a person of over eighteen (18) years of age, and competent to execute this AGREEMENT AND RELEASE, do hereby covenant and agree to the following between myself and the West Virginia State Police:

I realize that police work is hazardous and dangerous and may involve extreme risks of serious and permanent injury or death. Such risks include, but are not limited to, high speed chases; the discharge of firearms which may be aimed at me by third parties with the intent to kill or cause serious bodily harm; physical altercations with violent and dangerous persons who may have the intent of killing or causing bodily harm to police officers, myself, or third parties; the discharge of firearms by police officers which may put me at risk of being seriously injured or killed; significant amounts of traveling on roads or highways or otherwise; and numerous other such risks inherent in police work which may or may not be readily apparent but which, nevertheless, place me in great danger of serious and/or permanent bodily harm or death.

With full knowledge that any and all such risks may place me in great danger of serious and/or permanent bodily harm or death, I do hereby covenant and agree, for myself, my heirs, my assigns, and any other such parties who may now or in the future assert any legal right on my behalf or who may assert any right by virtue of any legal or contractual relationship between such third party and myself, assume any and all such risks as may or may not be apparent from accompanying the West Virginia State Police.

In consideration for my participation in the Ride-Along Program, I hereby release, waive, discharge and covenant not to file legal proceedings against the West Virginia State Police, its agents and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity.

I do further covenant and agree, for myself, my heirs, my assigns, and any other such parties who may now or in the future assert any legal right on my behalf or who may assert any right by future virtue of any legal or contractual relationship between such third party and myself, to hold harmless and release the West Virginia State Police from any and all such claims for any bodily injury or death or any other legal claim which I may have against the West Virginia State Police arising from accompanying the West Virginia State Police.

I do further covenant and agree, for myself, my heirs, my assigns, and any other such parties who may now or in the future assert any legal right on my behalf or who may assert any right by virtue of any legal or contractual relationship between such third party and myself, to hold harmless and release the West Virginia State Police from any and all such claims which may arise from the negligent, careless, reckless, willful, wanton, or otherwise wrongful acts of a West Virginia State Police employee.

I fully understand that accompanying the West Virginia State Police does in no way confer upon me the powers granted statutorily or by common law upon police officers in the State of West Virginia. Such powers include, but are not limited to, the powers of arrest, search and seizure, physical restraint of suspects, the discharge of firearms at any dangerous suspects, high speed pursuits, and any and all other such powers as are conferred upon police officers in the State of West Virginia.

The foregoing notwithstanding, I agree to follow any and all directions given by any sworn West Virginia State Police employee, even if such directions, in the sole discretion of any sworn West Virginia State Police employee, require me to exercise any or all police powers. I understand that such could be asked of me if, in the sole discretion of a sworn West Virginia State Police employee, such actions are necessary to protect the life or safety of myself, a sworn West Virginia State Police employee, or any other third party. I further covenant and agree that I will not exercise or attempt to exercise such powers unless a sworn West Virginia State Police employee expressly requires me to do so.

This AGREEMENT AND RELEASE is entered into, despite the risk of the aforementioned hazards, for the unique opportunity of experiencing and witnessing the duties of a sworn West Virginia State Police employee and I realize that only by accepting such risks can such an opportunity be gained.

Every term and provision of this AGREEMENT AND RELEASE is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

In signing this release, I acknowledge and represent that I have read the foregoing AGREEMENT AND RELEASE, understand it and sign it voluntarily; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; and I execute this AGREEMENT AND RELEASE for full, adequate and complete consideration fully intending to be bound by the same,

Signature of Parent or Guardian

Signature

_____/_____/_____
Date

Printed Name of Parent or Guardian

Printed Name

RIDE-ALONG RULES OF CONDUCT

- A. Participants shall not carry weapons of any type on or about their persons during a ride-along, even though they may have an issued weapons permit.
- B. Participants shall not assume any police powers nor perform any police duties except as may be directed by the supervising member in order to protect the life of the participant, the supervising member, or other employee of the State Police or a third party.
- C. Non-law enforcement participants shall remain inside patrol vehicles unless otherwise directed by the supervising member, with the exception that circumstances dictate the participant should exit the patrol vehicle in the best interest of the safety of the participant and/or supervising member.
- D. Non-law enforcement participants shall not accompany the supervising member into a crime scene.
- E. Participants shall not use any State Police radio unless specifically directed to do so by a supervising member. Exception to this rule is in the instance of a supervising member becoming incapacitated and therefore necessitating the participant to utilize a radio to summon assistance.
- F. Participants shall not take cameras or recording devices of any type on the ride-along unless specifically authorized by the supervising member.
- G. Participants shall not review any official reports, records, or internal communications of the State Police unless such records consist of a statement given by the participant in response to an event occurring during the ride-along. Participants shall be cautioned concerning repeating the contents of any radio traffic they may be exposed to during the ride-along.
- H. Participants shall dress in conservative clothing suitable for contact with the public. Participants shall be clean and well groomed. Unacceptable attire includes, but is not limited to, sleeveless shirts, sandals, torn jeans, or any apparel issued the West Virginia State Police or by its appearance may indicate affiliation with the State Police. Non-police officer participants shall not wear any attire that may infer they are law enforcement personnel. A supervising member may terminate a ride-along if a participant is not in the member's opinion, dressed appropriately.

The ride-along will be terminated immediately upon violation of any of these rules by the participant.

I have read and I understand the above stated Rules of Conduct for the Ride-Along Program of the West Virginia State Police and agree to abide by same. I understand that my failure to obey these rules will result in the immediate termination of the ride-along without any recourse on my part.

_____		____/____/____
Signature of Participant		Date
_____	____	____/____/____
Signature of Supervising Member	PID	Date