





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

I, \_\_\_\_\_  
(please print your name) not being a member of the Onalaska Police Department (OPD), and having made a voluntary request to ride as a guest in a vehicle assigned to the OPD to accompany a member or members of the OPD during the performance of their duties. The "duties" of the OPD and any member or members of the OPD are defined as all activities, incidents, encounters or confrontations which may occur while I am accompanying a member or members of the OPD.

The OPD is willing to allow me to ride as a guest in a vehicle assigned to the OPD and to accompany a member or members of the OPD during the performance of their duties with the following conditions:

1. That I am aware that the work and duties of the OPD are inherently dangerous and that I may be subjected to the risk of death or personal injury or damage to my property by accompanying a member or members of the OPD during the performance of their duties and that I freely, voluntarily and with such knowledge assume the risk of death, personal injury, or property damage from or in any OPD during the performance of their duties, including but not limited to any claims, damages or injuries arising from or in connection with riding, transporting, or traveling in any vehicle assigned to the OPD, the use of weapons by a member or members of the OPD or any person or persons, unlawful acts or forcible resistance by any person or persons.
2. The City of Onalaska, the OPD, their administrators, employees, agents or assigns, shall not be responsible or liable for any injury or damages, loss or expense to either me or my property incurred while riding in any vehicle assigned to the OPD or while accompanying any member or members of the OPD during the performance of their duties resulting from any negligence or omission on the part of any member of the OPD or any other person or persons.

3. I agree to indemnify and hold harmless the City of Onalaska, the OPD,  
Their administrators, employees, agents and/or assigns against any and all claims, demands, damages, actions, causes of actions or suits of any kind or nature whatsoever for any and all injuries and damages, known and unknown, both to person and property, which may result or may in the future develop from my accompanying a member or members of the OPD during the performance of their duties.
4. I agree to indemnify the City of Onalaska, the OPD, their administrators,  
employees, agents and/or assigns against any and all claims, demands, damages, actions, causes of actions or suits of any kind or nature whatsoever for any and all injuries and damages, known and unknown, both to person and property, which may result or may in the future develop as a result of any acts or omissions to act which I may commit while accompanying any member or members of the OPD.
5. The OPD may terminate this Agreement at any time without notice or Warning for valid reasons, which will be at the sole discretion of the accompanying OPD officer of his/her supervisor, per OPD Ride-Along Policy.
6. That I will obey all instructions and directions from any OPD officer. I understand that any failure on my behalf to follow the instruction or directions will be grounds for immediate termination of this Agreement.

**NOW, THEREFORE,** in consideration of the permission given to me to ride in a vehicle assigned to the OPD and to accompany a member or members of the OPD during the performance of their duties,

**I DO HEREBY AGREE** to all of the above conditions and hereby release and forever discharge the City of Onalaska, the OPD, its administrators, agents, employees and/or assigns from any and all claims, damages, demands, actions, causes of actions, or suits of any kind or nature whatsoever for any and all injuries and damages, known and unknown, both to person and property which may result now or in the future may develop as a result of accompanying a member or members of the OPD during the performance of their duties.

**PLEASE READ BEFORE SIGNING**

\_\_\_\_\_  
Signature of Ride-Along  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Date and Time

\_\_\_\_\_  
Signature of Parent or Legal Guardian  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Date and Time

\_\_\_\_\_  
Signature of Witness  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Date and Time

\_\_\_\_\_  
Supervisor's Approval  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Date and Time

\_\_\_\_\_  
Printed Name & Badge # Taking Ride-Along

\_\_\_\_\_  
Reason for Ride-Along

## ANNEX A

### Onalaska Police Department

#### Rules of Conduct/Ride-Along Guidelines

The Onalaska Police Department has developed the following rules and guidelines. These rules and guidelines may change as necessary and are designed to protect all parties involved with the program to include: Officers, ride-along participants, the City of Onalaska, the Onalaska Police Department and the citizens of the community. Failure to abide by these rules/guidelines may result in immediate termination of your ride-along privilege.

1. What you see and hear during a ride-along is to be treated as **confidential**. You are not to disclose/ repeat any information regarding individuals involved, statements made or actions taken against someone involved in an incident. These items may only be discussed with other officers if you are asked to disclose this information or testify in court proceedings.
2. **UNDER NO CIRCUMSTANCES ARE YOU TO DISCLOSE ANY INFORMATION ABOUT AN INCIDENT TO ANY MEDIA PERSON.**
3. You are a reflection on the Onalaska Police Department and are expected to dress and act appropriately. Remember, the public is watching and listening. Inappropriate actions or comments will not be tolerated and will result in the termination of your ride-along. You are expected to be well groomed and dressed in a conservative yet neat manner. Clothing with rips, holes, inappropriate wording or logos or dirty/soiled clothing may either result in denial of your ride-along or you will be required to correct the problem before you ride. Sandals or open-toed shoes will **NOT** be considered appropriate dress.
4. **Your safety is top priority.** You will receive no compensation for taking chances or risking your safety so **DO NOT DO IT.** You know your limitations and will have to make your own decisions on whether or not to actively participate in this program. There is nothing wrong with observing only from the car. If your assigned officer allows you to exit the vehicle and directly observe, make every effort not to be a hazard. Allow the officer sufficient room to react if necessary and **NEVER** get between the officer and suspect.
5. If you observe something that you believe may be a violation of either State Law or City Ordinance, let the officer know immediately. The officer will then assess the situation and take the appropriate action if necessary. If the officer does not act and you are not sure why, don't be afraid to ask for an explanation. This should be a learning process for you and the officer may explain something about the incident that you did not recognize.
6. If a situation turns violent, **YOU WILL** seek safety **IMMEDIATELY**, unless otherwise directed by the officer. If requested, you **MUST** aid/assist the officer with the situation under ss. 946.40. You will not be requested to assist if the officer feels you will be at risk of great bodily harm. If you are not requested to assist, upon finding safety you **WILL** notify 911 of the situation and location by phone or police radio. Prior to your ride-along, the officer will instruct you on how to use the radio and cell phone in an **EMERGENCY**.
7. You will not use or activate any equipment without the consent of the officer. Under **NO** circumstances are you to ever use a firearm.
8. **DO NOT** bring any weapon of any type with you during your ride-along. This includes, but is not limited to, firearms, knives, razor blades, needles, etc. Use of tobacco products will not be allowed so do not bring them with you.
9. If a pursuit or violent crime occurs, you will be dropped off at a safe location prior to the officer responding to the call, if there is sufficient time to do so. This is not only for your safety but also required in accordance with Departmental policy. The officer will make appropriate arrangements for you.

10. If you need to stop for any reason (food, drink, restroom) let the officer know. Under most situations, the officer will accommodate your request. Each officer may have his or her own rules regarding food/ drink in the squad car. Ask the officer to explain them prior to your ride-along.
11. *The officer may terminate or refuse the ride-along at any time if he/she believes you are not eligible to ride along or have violated rules of the ride along program. Such reasons must be documented and approved by management.*
12. At the officer's discretion, you may be subject to a pat-down search prior to your ride-along for his/ her safety. Contraband will be dealt with accordingly.

Violation of any of the rules/guidelines listed, as well as further rules given verbally by the officer, will result in immediate termination of your ride-along at the discretion of the officer. Terminated ride-alongs may result in a written report to the individual responsible for arranging the ride-along, if it was arranged through your school or employer. Any criminal conduct by the ride-along participant will be reported immediately to the on-shift supervisor, if one is available. If a supervisor is not available, another officer of the Onalaska Police Department or the La Crosse County Sheriff's Department will address the situation.

I, (print name) \_\_\_\_\_, have read and agree to the rules and guidelines set forth for the participation in the Onalaska Police Department's Ride-Along Program. I am fully aware of the possible consequences for violation of these rules and guidelines. I release the officer, the Onalaska Police Department, and the City of Onalaska from any recourse as a result of the denial/termination of my ride-along privilege.

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Signature of Ride-Along Participant \_\_\_\_\_ Date \_\_\_\_\_

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Signature of Ride-Along Officer \_\_\_\_\_ Date \_\_\_\_\_

Print name of Officer \_\_\_\_\_