

BRISTOL COUNTY SHERIFF'S OFFICE

VISITOR AND PUBLIC TOUR WAIVER AND RELEASE OF LIABILITY

CAREFULLY read this authorization to Waiver and Release of Liability, then sign and date the **WAIVER** in black ink.

This Waiver and Release of Liability executed on today's date _____
(month) (day) (year)

By _____, an **ADULT** (the "Participant"), or

By _____, a **MINOR CHILD** (the "Participant") and _____
(Volunteer's name – **PRINT**) (Guardian's name – **PRINT**)

the parent having legal custody and/or guardian of the Participant (the "Guardian").

To allow the Bristol County Sheriff's Office ("*Sheriff's Office*") to process my application for visitor entry into the secured perimeter of the Jail and House of Correction operated by the Sheriff's Office for the purpose of a public tour, Participant and/or Guardian hereby agree to the following terms and conditions:

1. Voluntary Participation. Participant and/or Guardian understand and confirm that their participation with the Sheriff's Office is wholly voluntary.
2. Identification of Risks. Participant and/or Guardian understand that their participation with the Sheriff's Office may involve risk of injury and loss, both to person and to property. Participant and/or Guardian also understand that the risk of injury may include the possibility of permanent disability and death. Participant and/or Guardian understand that this Visitor and Public Tour Waiver and Release of Liability (this "*Waiver*") is intended to address all of the risks of any kind associated with their participation in any aspect with the Sheriff's Office, or with the time Participant is involved with the Sheriff's Office, including, but not limited to, such risks created by actions, inactions, or negligence on the part of the Sheriff's Office or its officers, employees, agents, volunteers, successors, or assigns.
3. Assumption of Risks. Participant and/or Guardian assume the risk of any injuries Participant may sustain during the tour or on Bristol County Sheriff's Office property. Participant and/or Guardian release the Sheriff's Office from any liability involving Participant's participation in a tour, except for injuries caused by the deliberate or unlawful conduct of officers or employees of the Sheriff's Office.
4. Authorization. Participant and/or Guardian agree that Participant's entry upon Sheriff's Office premises or my participation in any Sheriff's Office activity is at the authorization of the Sheriff or his designee, and Participant and/or Guardian agree to abide by that decision.
5. Search. Participant and/or Guardian agree that the Sheriff's Office may perform a background check on the Participant and/or Guardian at any time prior to, during, or after the tour. Participant and/or Guardian understand that entry to the Sheriff's Office's facilities is contingent on successfully going through a metal detector and a physical pat search by Sheriff's Office staff. Participant and/or Guardian acknowledge that if the Participant refused to undergo a pat search they will be denied entrance to the facility. The Sheriff's Office is not responsible for the supervision of any minor denied access.
6. Sheriff's Office Policies and Rules. Participant and/or Guardian agree to abide by the rules and regulations of the Sheriff's Office, and understand that violation of policies, procedures, rules and regulations may be grounds for termination of the tour and removal from the property.
7. Release and Waiver. Participant and/or Guardian agree to indemnify to the extent allowable by law, hold harmless and forever discharge the Sheriff's Office and its officers, employees, agents, successors, and assigns from all claims for any liability, injury, loss, damages, or expense, including attorneys' fees (including the cost of defending any claim Participant and/or Guardian might make, or that might be made on their behalf, that is released or waived by this instrument), in any way connected with or arising out of Participant's participation with the Sheriff's Office, whether or not caused in whole or in part by the negligence or other misconduct of the Sheriff's Office or any of the individuals mentioned above.
8. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, executors, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Sheriff's Office and its successors and assigns.
9. Full Agreement. This Waiver contains the entire agreement between the undersigned and the Sheriff's Office, and supersedes any prior written or oral agreement between them concerning the subject matter of this Waiver. The provisions of this Waiver may be waived, altered, amended or repealed, in whole or in part, only upon the written agreement of the parties.
10. Severability. If any term or provision of this instrument or the application thereof to any person or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

