



HOBBS POLICE DEPARTMENT



VOLUNTEERS IN POLICE SERVICE

Release and Waiver of Liability for Volunteers

The purpose of this waiver is to establish an understanding between the Hobbs Police Department and Hobbs Police Department Volunteers regarding liability issues.

I want to volunteer my services to the City of Hobbs Police Department. I certify that I am in good mental and physical condition, and I understand the inherent risks associated with acting as a volunteer, including the risk of physical injury or death. I understand that these risks may include, but are not limited to, slips and falls, physical activity and exertion, muscle and ligament strains, pulls and tears, abnormalities of blood pressure or cardiac arrest, assault and battery, cuts and punctures from debris, glass, nails, hypodermic needles, wire, rocks, concrete, cans, and other sharp objects. I further understand that I risk aggravating any pre-existing physical condition I may have in the performance of these services.

I understand that while my volunteer services will be at the direction of the City of Hobbs Police Department, its police officers and police employees, I am nevertheless not an employee of the City of Hobbs or Hobbs Police Department within the meaning of the New Mexico Workers' Compensation Act at the time of my performance of these volunteer services. I further understand that I am a volunteer and that no employee/employer or master/servant relationship is created between myself and the City of Hobbs or the Hobbs Police Department, and that I will receive no compensation or benefits of any kind for my participation as a volunteer, and that there is no promise of paid contract of hire between me and the City of Hobbs Police Department. I acknowledge that the volunteering of time and/or services does not constitute employment for purposes of the Workers Compensation Act of New Mexico and further acknowledge that I am not entitled to benefits of said Act.

In consideration of the City of Hobbs Police Department allowing me to participate as a volunteer, I agree not to sue and forever release, waive, and discharge the City of Hobbs and the Hobbs Police Department from any and all liability to me or my personal representatives, assigns, heirs, children, dependents, spouse, and relatives from any and all claims, causes of action, losses, judgments, liens, costs, demands, or damages that are caused by or arise from any injury, including death, to me or my property. I assume all risks associated with my participation as a volunteer. I understand that the performance of these volunteer services may be hazardous, and I specifically waive any liability for injuries that may result from the negligence or carelessness of fellow volunteers, Hobbs Police Officers, police employees, or the public.

Volunteer Signature

Date