

## **COVENANT NOT TO SUE/INDEMNIFICATION AGREEMENT**

The undersigned, being the age of eighteen (18) or older (or, if under 18, with the signature of approval from a parent or guardian), in consideration of being permitted to participate in the "Drive to Stay Alive" program, which includes but is not limited to, operating and/or riding as a passenger/observer in a vehicle of the Department of Kentucky State Police, the sufficiency of said consideration hereby acknowledged, does agree together with his/her heirs, guardians, executors and administrators, not to assert against the Commonwealth of Kentucky, the Justice Cabinet, Department of State Police, or any agent or employee thereof, any claim, demand, or suit or whatever kind or nature, either directly or indirectly, for injuries or damages to persons or property resulting from the undersigned's participation in this program. This includes, but is not limited to, injuries and/or losses sustained while operating, or riding as a passenger/observer in a vehicle of the Department of State Police. The undersigned and his/her guardian understand and agree that this Covenant Not to Sue/Indemnification Agreement may be pleaded as a counterclaim to or defense in any action of any kind brought by or on behalf of the undersigned. The undersigned and his/her guardian expressly stipulate and agree to indemnify and hold harmless the Commonwealth of Kentucky, the Justice Cabinet, Department of State Police, and their agents or employees, from and against any loss, including costs and attorney's fees, on account of any action brought against them by the undersigned or any person acting on their behalf arising out of the undersigned participating in this program.

The undersigned and his/her guardian further expressly stipulate and agree that he/she will abide by the orders of the police officer(s) whom he/she accompanies; that he/she will refrain from interfering with the police officer(s) while in the pursuit of their official duties; and that he/she will refrain from placing himself/herself in any position which might endanger the lives and safety of himself/herself, the police officer(s) or others.

**I HAVE READ THE FOREGOING COVENANT NOT TO SUE/  
INDEMNIFICATION AGREEMENT AND I FULLY UNDERSTAND ITS  
CONTENTS AND AGREE WITH ITS PROVISIONS.**

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Home Address of Participant

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Name of Parent/Guardian (if applicable)

\_\_\_\_\_  
Signature of Parent/Guardian (if applicable)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date of Witness Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date of Witness Signature

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Emergency Contact Address and Telephone

APPROVED FOR DATE(S) INDICATED: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

(Captain or Higher Rank)

Date