



Community Observer Program – Guidelines

GUIDELINES

Application must be completed prior to participation in the Community Observer Program.

The Application must include:

1. Completed UFPD Community Observer Program Application.
2. Signed Waiver of Liability and Confidentiality Agreement.
3. Signed Security Acknowledgement.

Limited background check must be completed prior to participation in the Community Observer Program.

The maximum number of hours a participant will be allowed to participate during a Community Observer Program will be 4 hours.

The applicant's participation will be scheduled on an as-available basis and the efficiency of the Department is of utmost importance.

A scheduled participation day may be canceled at any time up to the time of the participation due to the needs of the Department.

Participants will be provided with a list of program guidelines prior to the date of their participation.

Limitations:

1. Applicant must be 18 years of age.
2. Applicant's driver license must not be suspended or revoked.
3. Applicant must not have a criminal record.
4. Participant will not be allowed to be armed at any time during their program participation.
5. Participants have no law enforcement authority and therefore may not operate any UFPD equipment including vehicle, radios and computers or take law enforcement action at any time during their program participation.
6. Participant may not participate in the program with a family member who is an employee of the Department.
7. Exceptions to the list of restrictions may be authorized by the Patrol Captain or Designee.

INITIALS



Community Observer Program – Participant Consent, Release and Waiver of Liability

AGREEMENT

Please read the entire contents of this release before signing.

In consideration for my participation in the University of Florida Community Observer Program (“Program”) offered by the University of Florida Police Department, located at 1515 Museum Road, Gainesville, FL 32611, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the University of Florida Police Department, the University of Florida, the University of Florida Board of Trustees, and their respective employees, agents, representatives, officers, trustees, members and volunteers (“RELEASEES”) 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, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or otherwise, while participating in Program or while in, on or upon the premises where Program is being conducted.

Program Activities may include but are not limited to the following:

- Riding in the front seat of patrol vehicles with on-duty patrol officers.
- Observing daily patrol officer tasks, such as traffic stops, alarm calls, suspicious persons calls, citizen assist calls.
- Following patrol officers outside of patrol vehicles, when appropriate, to closely observe calls for service.

IDENTIFICATION OF RISK

I hereby acknowledge the following: (1) Program involves and poses risk, inherent or otherwise, that cannot be entirely eliminated that may jeopardize my safety, health, and well-being; (2) I am aware that Program may involve physical exertion; (3) I understand that the dangers and risks of participation in Program may include minor to serious injuries before, during, and after participation in Program, physical, mental, or emotional injury or disability, or illness; and (4) I am aware that participating in Program will involve risks for injuries which may include, but are not limited to, serious physical harm, serious neck and spinal injuries, serious injury to bones, muscles, joints, and other aspects of the muscular skeletal system, and serious injury or impairment to other aspects of my body. I am aware that Program Officer is an employee of RELEASEES.

INITIALS



ACKNOWLEDGEMENT OF RISK

I am fully aware of the risks and potential hazards connected with participating in Program, including but not limited to, the risk of personal injury from accidents or illness, vehicle crashes, firearms and other weapons including blunt force weapons, electrical discharge weapons and chemical or biological weapons, and I hereby elect to voluntarily participate in Program and engage in such knowing that Program may be hazardous to my person. I acknowledge and agree that participation in Program involves exercise, and I should consult with my medical professional before participating in such activity. I attest that I am physically fit to participate in Program. **I understand that this is not a required school-related Program, but rather an extra-curricular activity that is voluntary and recreational in nature.** I understand that I am responsible to provide the materials required for Program, including but not limited to comfortable and appropriate clothing.

Additionally, I agree to follow any and all rules and safety precautions communicated by Program officer and/or those otherwise applicable to Program. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY**, that may be sustained by me, as a result of my participation in Program, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise.

WAIVER OF LIABILITY

I AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees, that I may incur due to my participation in Program, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise. It is my express intent that this Participant Consent, Release and Waiver of Liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named RELEASEES. I hereby further agree that this Participant Consent, Release and Waiver of Liability shall be construed in accordance with the laws of the state of Florida.

IN SIGNING THIS PARTICIPANT RELEASE, CONSENT AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent, and I execute this Participant Consent, Release and Waiver of Liability for full, adequate and complete consideration, fully intending to be bound by same.

This waiver executed this _____ day of _____, 20_____.

Signature of Participant

Printed Name of Participant

**STATE OF FLORIDA
COUNTY OF ALACHUA**

On this _____ day of _____, 20_____, before me personally appeared _____ to me known to be the person who executed the foregoing instrument and acknowledged that he/she voluntarily executed the same.

Signature of Notary Public

My commission expires:



Community Observer Program – Security Acknowledgement

ACKNOWLEDGMENT

I, _____, have read the following, or have had it read and explained to me, and understand and agree that:

The Community Observer Program may require me to be present in areas where Criminal Justice Information (CJI) may be seen. I realize that this information is sensitive in nature and will not discuss or reveal any CJI to anyone.

CJI refers to state and federal criminal justice data, which may include case/incident information, identity information (including fingerprints and other forms of biometric data), and property (such as vehicle or firearm) data.

Access to or use of CJI (such as viewing, reading, copying, sharing) is strictly limited to official purposes, specifically the administration of criminal justice.

The term “administration of criminal justice” is defined in state law, at Section 943.045(2), Florida Statutes, as follows:

“Administration of criminal justice” means performing functions of detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders by governmental agencies. The administration of criminal justice includes criminal identification activities and the collection, processing, storage, and dissemination of criminal justice information by governmental agencies.

My participation in the UFPD Community Observer Program, my work-related duties, as defined by my employer and understood by me, do not in any way involve the administration of criminal justice, as defined above.

In the course of my ride-along or my work-related duties, I may see or learn of (as by hearing mention of) CJI. Because I have no responsibility or authority for handling CJI, I will not access, use, view, copy, disseminate, or disclose (in writing or in conversation) CJI, nor will I take part in the physical destruction of CJI. I am aware that doing so would be considered a misuse of CJI.

I further understand that misuse of CJI is not limited to situations in which the CJI is used by me or others for purposes or in a manner that could be punished under the criminal laws of Florida or of the United States.

I acknowledge that misuse of CJI may subject me to administrative action (such as termination of employment or contract), civil penalties and/or criminal penalties.

I agree and commit that if I hear, see, or otherwise become aware of actual or potential misuse of CJI, or of a situation that may cause or contribute to the misuse of CJI, I will promptly report that information to the on-duty UFPD Shift Supervisor.

INITIALS



I agree and commit that I will not allow, by action or inaction, the unescorted entry into any secure (protected) area by anyone who is not known to me to be authorized to enter such area.

I have read and understand the information above regarding the importance of protecting CJI and have asked and received a satisfactory answer to any questions I had concerning the duties and restrictions imposed on me with respect to CJI.

Signature of Individual

Date

Employer and Work Title ('Student' if enrolled at UF)

I hereby confirm that the above signed individual has read the above document (or had it read to him or her) and been given the opportunity to ask questions. I have answered any questions and/or clarified any issues he or she posed regarding information security requirements.

Signature of Criminal Justice Agency Representative

Date

FL010600

Criminal Justice Agency or ORI#