

You Are Not Alone Program - WAIVER

In signing this document, the above referenced person is requesting to be enrolled in the Hemet Police Department's "You Are Not Alone (YANA)" Program.

- As staffing permits, the Hemet Police Department Volunteer Team will attempt to contact you at your place of residence, bi-weekly, on the pre-scheduled dates/times. Due to activity levels, this contact is not guaranteed.
- As staffing permits and/or if determined by the Hemet Police Department in connection with your participation in the program that alludes to possible criminal conduct, abuse or neglect are subject to reporting to the Hemet Police Department on-duty Sergeant. Volunteers of the Hemet Police Department will not provide any medical assistance or advice; travel or transportation assistance; labor; or financial assistance or advice as part of the YANA Program.

In consideration for acceptance to this voluntary, no cost, public service program, you hereby acknowledge and agree to do the following:

- Verify the accuracy of all information provided on this application.
- Provide updates to required information contained on this application as changes occur.
- Provide prior notification with the Hemet Police Department Volunteer Team by calling and speaking to a member of the Volunteer Team or leaving a recorded message of the dates that you will be unavailable.
- To terminate participation in the YANA Program, provide written notice to the Hemet Police Volunteer Team.
- Due to your participation in the YANA Program, the City of Hemet ("City"), Hemet Police Department, officers, employees and volunteers of the City may be provided a copy of your completed application. In submitting this application, you are authorizing the City of Hemet, Hemet Police Department, officers, employees and volunteers of the City to use, disclose, or discuss this information with the authorized emergency contacts you have identified or any emergency medical personnel.
- Due to your participation in the YANA Program, you are consenting to all aspects of YANA service including, if necessary, forced entry into your residence to complete a welfare check and summoning of emergency medical assistance. The City of Hemet, Hemet Police Department, officers, employees, and volunteers of the City shall not be responsible for any damage to your residence caused by such forced entrance. Likewise, the City of Hemet, the Hemet Police Department, officers, employees, and volunteers of the city shall not be responsible for the costs of any emergency or subsequent medical care when emergency medical assistance is summoned by the volunteers or employees of the Hemet Police Department.
- The Hemet Police Department may, in its sole discretion, terminate this service at any time.
- Technical problems, scheduling problems, human error, or other problems may result in a failure of the service at any time.
- The City of Hemet, and the Hemet Police Department, do not represent, warrant or guarantee that the YANA Program will protect or preserve your health or welfare.

I, understand, acknowledge and agree to hold harmless, indemnify and defund the City of Hemet, the Hemet Police Department, and any of its officers, elected officials, agents, volunteers, boards, departments, and/or employees of the City ("released parties") from and against any and all liability for any and all damages or injury related to, arising out of and/or caused by any claims or causes of action occurring or arising as a result of the above described program or any activities incidental thereto wherever or however they may occur, including but not limited to claims of other parties claiming financial interest in my residence or estate. I hereby release, waive, discharge and relinquish the released parties from any claim or caused of action which may hereafter arise.

I, the undersigned hereby expressly waive all rights under section 1542 of the California Civil Code, which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I, the undersigned, hereby acknowledge that by signing this Waiver, I waive the right to any and all such unknown claims and those of my heirs, successors, and assigns.

In a lawsuit related to the YANA Program and its services, the maximum liability under any circumstances of the City of Hemet and the Hemet Police Department, combined, shall be limited to \$1,000.

Participant 's Name (Print) _____

Participant 's Signature : _____ Date: _____

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OFFICE USE ONLY

Application Received by: _____

Date : _____

Comments : _____

CANCELLATION SIGNATURE

Participant's Name (Print) _____

Participant's Signature : _____

Date : _____ Time : _____

Received By : _____