



Liberty County Sheriff's Office

Sheriff William N. Bowman

Liberty County Justice Center

201 S Main St #1300, Hinesville, GA 31313

Phone:(912) 876-2131 Fax: (912) 876-2179



Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Phone No.: _____ Cell No.: _____ E-Mail: _____

Event Description: _____ Alcohol at Event: Yes No

Date(s) of Event: _____ Hours of Event: _____ Deputy Times: _____

Location of Event: _____

Number of Deputies: _____

Reason for Deputy Sheriff's / Duties: _____

Pay Rate: 4-hour minimum per deputy per request at \$45.00 per hour per deputy

Pay Rate: 4-hour minimum per traffic control officer per request at \$35.00 per hour per traffic control officer

Cancellation of request less than 48 hours from start time will result in a 4-hour minimum pay for all assigned personnel.

I certify that I am a representative of this establishment and have the authority to request LCSO Deputies for the event listed above. I acknowledge that the Liberty County Sheriff's Office is under no obligation to provide off duty officers for this event. It is understood that the off-duty Deputy(s) may not be able to appear at the event or may have to leave the event before its conclusion if the Deputy(s), in the opinion of the Sheriff's Office, are needed to respond to an event requiring the presence of the Law Enforcement.

Signed: _____ **Date:** _____



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INDEMNIFICATION AND RELEASE AGREEMENT

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (hereinafter called the "Agreement") is made and published this _____ day of _____, by

_____ (hereinafter referred to as the "Undersigned"), in favor of the Liberty County Sheriff's Office, acting under the laws and authority of the State of Georgia (hereinafter referred to as the "Indemnified Party"). In the event more than one person or entity signs below, reference to the "Undersigned" herein shall refer to the same collectively and all of same shall be bound hereunder and otherwise liable jointly and severally.

WITNESSETH:

WHEREAS, the Indemnified Party employs known and certain Sheriff's Deputies, hereinafter referred to as the ("Deputy/Officer"); and

WHEREAS, the Indemnified Party desires to make available to the Undersigned, and the Undersigned desires to employ from the Indemnified Party, said Deputy/Officer for the purpose of _____, upon the terms and conditions as set forth hereinbelow; and

NOW, THEREFORE, incorporating the foregoing recitals, and for and in consideration of the covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and as a further inducement to the Indemnified Party to make available the Deputy/Officer, the Undersigned agrees and binds itself as follows:

1. Acknowledgment of Employment. The Undersigned shall be deemed to be the employer of the Deputy during the period as established in the Liberty County Sheriff's Office Extra-Duty Employment Policy, and that the Undersigned has read and agrees with all the provisions as outlined in the Liberty County Sheriff's Office Department Extra-Duty Employment Policy.

2. Assumption of Liability. The Indemnified Party shall not in any event whatsoever be liable for any injury or loss of life to any person or damage to any property and shall be held harmless from any and all liability arising from or occurring, directly or indirectly, from the employment of said Deputy by the Undersigned or its agents, employees, representatives, or other third person(s).

3. Indemnification. The Undersigned hereby agrees to protect, defend, indemnify and hold the Indemnified Party harmless from and against any and all claims, suits, demands, actions, costs, damages, costs and expenses (including, but not limited to, litigation expenses and reasonable attorneys' fees), losses, and other liabilities of whatever kind and nature, whether known or unknown, in connection with loss of life, personal injury and/or damage to property arising from or occurring, directly or indirectly, from the employment of the Deputy. In the event the Indemnified Party shall be made a party to any litigation, action, or other proceeding commenced by or against the Undersigned, and/or any other third person(s),



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then the Undersigned shall protect, defend (with attorneys reasonably agreeable to the Indemnified Party) and hold harmless the Indemnified Party, and pay all costs, expenses and attorney fees incurred thereby in connection with such litigation, action, proceeding or other efforts, including, but not limited to, demands, negotiations, administrative hearings, trials, and appeals. The Undersigned shall also pay all costs, expenses and reasonable attorney fees that may be incurred or paid by the Indemnified Party in enforcing this Agreement. Without limiting the generality of the foregoing, the Undersigned shall indemnify the Indemnified Party from any and all Worker's Compensation claims arising from or occurring, directly or indirectly, from the employment of the Deputy with the Undersigned and the Undersigned shall meet all the requirements of Georgia Law pertaining to Worker's Compensation.

4. Release and Covenant Not to Sue. In addition to any other covenant in favor of the Indemnified Party specifically provided for in this Agreement, the Undersigned does hereby fully, completely and unconditionally release, remise and acquit, and forever discharge the Indemnified Party of and from any and all claims, demands, actions, causes of action, suits, liabilities, indebtedness, duties, obligations and responsibilities of any kind or nature whatsoever, whether now existing or hereafter arising, whether known or unknown, whether direct or indirect, joint or several, absolute or contingent, accrued or hereafter accruing, or due or to become due, and whether foreseen or unforeseen, at law or in equity, in connection with loss of life, personal injury and/or damage to property arising from or occurring, directly or indirectly, from the employment of the Deputy. The Undersigned does hereby further covenant not to sue or otherwise seek recourse against the Indemnified Party on any such claim, demand, action, cause of action, suit, liability, indebtedness, duty, obligation or responsibility hereinabove released.

5. Parties Defined. Unless otherwise expressly provided in this Agreement, the terms "Undersigned" and "Indemnified Party" appearing herein shall refer to and include the parties' respective officers, directors, officials, members, employees, servants, agents, representatives and heirs (as applicable).

6. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

7. Construction. The Undersigned hereby acknowledges and covenants that no provision of this Agreement shall be construed against the Indemnified Party by any Court or other judicial or arbitral body by reason of said party's being deemed to have drafted or structured such provision.

8. Venue. The venue deemed for the execution and enforcement of this agreement shall be Liberty County, Georgia and the Undersigned waives any and all claims or rights to the contrary.



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9. Survival. The covenants and agreements made by the Undersigned herein which may give rise to a defense of release or claim for indemnity or other protection afforded hereunder shall survive indefinitely notwithstanding the termination of employment of the Deputy.

10. Not Transferable. This Agreement is personal to the Undersigned and may not be assigned without the prior written consent of the Indemnified Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, representatives and assigns.

11. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

12. Authority. The Undersigned has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement when executed will constitute the valid obligations of the Undersigned legally binding upon the same and enforceable in accordance with the terms hereof. No further consent or approval of any other party is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed in its name and its official seal to be hereunto affixed by its duly authorized official(s), all as of the date first above written.

UNDERSIGNED:

Signature: _____

Print Name: _____

Signed, sealed and delivered in the presence of:

Witness

Notary Public
My Commission Expires: _____
(NOTARY SEAL)