

ACKNOWLEDGMENT, DEFEND, RELEASE, INDEMNIFY, AND HOLD HARMLESS AGREEMENT
For D.A.R.E. AMERICA TRADEMARK ON LAW ENFORCEMENT VEHICLE *(This form must be completed by ONLY authorized law enforcement agency Chief, Sheriff, or supervising authority)*

To gain the approval for using the D.A.R.E. trademark on your agency vehicle(s) your law enforcement sworn personnel and/or D.A.R.E. Instructor, _____ (agency name) _____ (the "Agency") agrees and understands that **IT IS VOLUNTARILY AND WILLINGLY USING THE D.A.R.E. TRADEMARKED VEHICLE, THE CONCERNED AGENCY ASSUMES THE RISK OF PERSONAL INJURY, LOSSES, LIABILITIES, DAMAGES, CLAIMS, AND FINES THAT MAY OCCUR IN RELATION TO THE USE OF THAT VEHICLE.**

Further, the Agency **AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** D.A.R.E. America/International, its officers, agents, employees, affiliates, successors, and assigns from and against any and all losses, liabilities, damages, fines, fees, claims, causes of action, deficiencies, costs, and expenses (including the payment of attorneys' fees and other litigation expenses) actually incurred, whether or not litigation is commenced, based on, in connection with, arising out of, or otherwise relating in any way to the D.A.R.E. program, the a D.A.R.E. trademarked vehicle, including, but not limited to, participation in D.A.R.E. Officer Trainings, the delivery of the D.A.R.E. program or curricula, and any act or omission relating to D.A.R.E. (including extracurricular), whether inside or outside of a classroom or other facility or location.

The Agency's obligations to indemnify, defend, and hold harmless D.A.R.E. apply to direct and third-party claims made against D.A.R.E. regardless of their merit.

D.A.R.E. America/International reserves the right to select and supervise legal counsel, which shall be paid for by the Agency as part of the Agency's duty to defend and hold harmless D.A.R.E. America/International under this provision.

The Agency also **AGREES TO WAIVE AND RELEASE** D.A.R.E. America/International, to the fullest extent permissible by law, from any and all liabilities, damages, claims, fines, causes of action, including but not limited to negligence, gross negligence, deficiencies, costs, and expenses based on, in connection with, arising out of or otherwise relating in any way to the on-duty and off-duty actions of the agency's D.A.R.E. Officer Candidate during the training, a Certified D.A.R.E. Instructor, or other party, while using the a D.A.R.E. trademarked vehicle .

AGENCY NAME: _____

DATE OF AGREEMENT: _____

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____