



**RELEASE AND INDEMNIFICATION
AGREEMENT REGARDING EMPLOYMENT
OF OFF-DUTY DEPUTY SHERIFFS**



THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between _____, whose primary address is _____, (hereinafter “Employer”), and Chad Chronister, as Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida, whose mailing address is Post Office Box 3371, Tampa, Florida 33601, (hereinafter “HCSO”). Pursuant to Florida Statute § 30.2905, Employer desires to hire one or more Deputy Sheriffs in an Off-Duty capacity to provide public or private security services, including but not limited to, security, traffic, or crowd control at the following location _____, commencing on the ____ day of _____, 20____.

BY SIGNING BELOW, Employer understands, acknowledges, and agrees that:

1. Employer has determined that it will benefit from the services of Off-Duty Deputy Sheriffs and voluntarily enters into this Release and Indemnification Agreement with HCSO. Employer will consider Deputy Sheriffs working for them in an Off-Duty capacity as their employees and not independent contractors or employees of HCSO; and
2. Employer’s employment of Off-Duty Deputy Sheriffs may result in liability, claims, damages, lawsuits, or losses related to property damage, personal injury, workers’ compensation, or death, brought against Employer, HCSO, or the Off-Duty Deputy Sheriffs; and
3. Pursuant to Florida Statute § 30.2905(2), Employer shall be responsible for the acts or omissions of the employed Deputy Sheriffs while performing services for Employer and Off-Duty. Pursuant to this Agreement, this includes any liability, claim, damage, lawsuit, or loss resulting in property damage, personal injury, workers’ compensation claim, or death from the acts or omissions of the Off-Duty Deputy Sheriffs; and
4. Pursuant to Florida Statute § 30.2905(2)(b), with respect to workers’ compensation, a Deputy Sheriff so employed who sustains an injury while enforcing the criminal, traffic or penal laws of this state shall be regarded as working On-Duty for HCSO. The term “enforcing the criminal, traffic or penal laws of this state” shall be interpreted to include, but is not limited to, providing security, patrol or traffic direction for a private or public employer; and
5. Employer releases HCSO and Off-Duty Deputy Sheriffs, from any liability, claims, damages, lawsuits, or losses resulting in property damage, personal injury, workers’ compensation, or death, that occur to Employer, arising out of the employment of Off-Duty Deputy Sheriffs; and

6. Employer will defend, indemnify, and hold harmless, HCSO and Off-Duty Deputy Sheriffs, from any liability, claim, damage, lawsuit, or loss resulting in property damage, personal injury, workers' compensation claim, or death, together with any and all costs, attorneys' fees or other expenses incurred or to be incurred by HCSO or Off-Duty Deputy Sheriffs, defending such liability, claim, damage, lawsuit, or loss arising from the Off-Duty employment of Deputy Sheriffs by Employer, including the enforcement of this Agreement; and
7. Employer understands and agree that, to the extent that they are applicable, HCSO and Off-Duty Deputy Sheriffs do not waive and hereby invoke any and all applicable limitations on liability, including but not limited to, Florida Statute §768.28 or the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq.; and
8. This Agreement shall take effect on the date written above and will continue in effect so long as Employer employs any Off-Duty Deputy Sheriffs. Employer shall remain liable under this Agreement for any act or omission of Off-Duty Deputy Sheriffs during the period of their employment and during any applicable statute of limitations period; and
9. All terms of this Agreement shall be binding on and inure to the heirs, personal representative, successors, assigns, employees, representatives, and insurers of Employer; and
10. Employer will comply with any written requests by HCSO to review any pay records or documents related to the employment of Off-Duty Deputy Sheriffs to ensure compliance with HCSO policies and procedures and to ensure accurate accounting practices; and

IN WITNESS WHEREOF, the undersigned is an authorized representative of Employer or otherwise has full authority to enter into this Agreement.

EMPLOYER: _____

Print Name: _____

Title: _____

Company: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is [] personally known to me or [] has produced _____ as identification.

Print Name: _____

My Commission Expires: _____

(SEAL)