

**HAWAI'I COUNTY POLICE DEPARTMENT SPECIAL DUTY PROGRAM RELEASE  
AND INDEMNIFICATION AGREEMENT**

Whereas, \_\_\_\_\_,

whose principal business address is \_\_\_\_\_

(hereinafter referred to as "Contractor" is desirous of hiring the services of Hawai'i County Police officers for "special duty" work, pursuant to Chapter 2, Article 34, Hawai'i County Code 1983 (1995 edition) (hereinafter referred to as "Code");

Whereas, in consideration for the Hawai'i Police Department (hereinafter referred to as "HPD") allowing Contractor to hire Hawai'i County police officers for special duty work. Contractor hereby knowingly and voluntarily agrees to the following terms and conditions:

1. Contractor, including Contractor's heirs, assigns, any and all successors in interest, and/or any person acting on Contractor's behalf, hereby releases the County of Hawai'i and Hawai'i Police Department from any and all liability, claims, or other causes of action Contractor may have as a result of any injury, damage or loss sustained by Contractor or any third party, relating to the special duty services provided by the police.
2. Contractor herein agrees to indemnify the County of Hawai'i and HPD for any and all claims, judgments, settlements or other legal satisfaction of liability, including reasonable attorneys fees and costs, made against the County of Hawai'i and HPD, relating to the special duty services provided by the police.
3. Contractor herein agrees to defend the County of Hawai'i and HPD against any and all claims, lawsuits or other legal actions brought against the County of Hawai'i and/or HPD, and/or any actions wherein the County of Hawai'i and/or HPD are named as a defendant.

\_\_\_\_\_  
Signature Date

Print Name and Title: \_\_\_\_\_

Print Address: \_\_\_\_\_

Witness by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address