



ASHE COUNTY SHERIFF'S OFFICE

SHERIFF B. PHIL HOWELL CHIEF DEPUTY DANNY HOUCK



LIABILITY AGREEMENT FOR LAW ENFORCEMENT RELATED SECONDARY EMPLOYMENT

For and in consideration of the permission given by the Ashe County Sheriff's Office (hereinafter ACSO) for (hereinafter called CONTRACTOR) to engage as independent contractors employees of the TCSO (hereinafter EMPLOYEES), while said EMPLOYEES are not on duty with and for the ACSO, it is hereby agreed as follows:

1. It is mutually agreed that while the EMPLOYEE performs services for the CONTRACTOR as an independent contractor, said EMPLOYEE is not acting as an employee of ACSO.
2. The CONTRACTOR, to the extent permitted by applicable law and the Constitution of the State of Texas, and without waiving any immunity or other protections to which it may otherwise be entitled, hereby agrees to indemnify, protect, defend, and hold harmless Ashe County, ACSO, and their elected officials, officers, employees and agents (the "Releasees") from any and all damages, including without limitation: interest, court costs, attorney's fees and other expenses which the Releasees may incur or become liable for as the result of any claim, demand, obligation, liability suit or cause of action arising in whole or part from the work of said EMPLOYEES for the CONTRACTOR, whether or not such claim, demand, or suit be frivolous, and whether or not it be made or brought by the CONTRACTOR or by a third person or entity.
3. It is understood by CONTRACTOR that ACSO shall retain the right to withdraw at any time its permission for its EMPLOYEES to work in a private capacity. If the permission of ACSO is withdrawn, the CONTRACTOR agrees to terminate its contracting relationships with said EMPLOYEES. The CONTRACTOR, as part of this agreement binds itself to release and hold harmless the Releasees from any liability or claim for damages in the event such permission is withdrawn by the ACSO.
4. This Agreement shall remain in effect for a period of one (1) year from the date of the last signature hereon.

I inherently agree to this document by the submission of the "Request Off-Duty Officer" page on the Ashe County Sheriff's Office website. This page clearly has two notices about this agreement that includes a signature.

July 2020