

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

(INMATE PROFESSIONAL CONTACT VISIT-PROFESSIONAL VISITOR REQUEST FOR REMOVAL OF INMATE FULL RESTRAINTS)

Fax signed copy to: 704-432-1836

This Release, Indemnity and Hold Harmless Agreement (the "Agreement") is entered into as of _____, 20__ by _____ (Print full name of visitor), (hereafter referred to as "I" or "Visitor") is provided for the benefit of The Mecklenburg County Sheriff's Office, the Sheriff personally and in his official capacity, as well as all employees, agents, contractors, subcontractors, or representatives of MCSO in their respective personal or official capacities (hereafter singularly and collectively referred to as "MCSO"), and Mecklenburg County and all employees, agents, contractors, subcontractors, or representatives of Mecklenburg County in their respective personal or official capacities ((hereafter singularly and collectively referred to as "County").

Whereas, I voluntarily requested a contact visit with Inmate _____ (print full Inmate name) housed in the Mecklenburg County Jail (MCJ), PID# _____, DOB _____ (hereafter, "Inmate") on the _____ day of _____, 20____; and

Whereas, I acknowledge that MCSO advised me that the policy for all MCJ inmate contact visits is for all inmates to be secured in full restraints for safety and security reasons which includes leg and hand restraints ("Full Restraints"); and

Whereas, I am 21 years of age or older, and have voluntarily, of my own free will, asked that the Inmate not be placed in Full Restraints during my contact visit; and

Whereas, I acknowledge that MCSO provided me with every opportunity to ask questions regarding contact visits and the MCSO requirement for Inmate Full Restraints during contact visits and has explained to me the significant risks I personally assume when requesting that the Inmate not be placed in Full Restraints; and

Whereas, despite being fully informed by MCSO of the safety and security reasons regarding the requirement for Inmate Full Restraints during all contact visits, I am requesting that for purposes of the above referenced contact visit, that the Inmate NOT be placed in Full Restraints; and

Whereas, MCSO has advised that it will not present the Inmate for a contact visit without Full Restraints unless I execute this Agreement, acknowledging that I have made a fully informed, voluntary decision to be in a confined space for a contact visit with the Inmate who will not be in Full Restraints.

Now Therefore, in consideration of the above and other good and valuable consideration the sufficiency of which is hereby acknowledged, I agree to the below indemnity and hold harmless provisions.

1. On behalf of himself, my agents, representatives, executor/executrix, successors in interest, assigns, or any party making any claims by or through me, hereby forever release, discharge, and hold harmless MCSO and the County from and against any and all claims, liabilities, demands, damages, costs and expenses of any kind or nature (including without limitation all court costs and attorneys' fees), injuries (including without limitation, death) arising out of or in any way attributable to the Inmate being presented for a contact visit with me without being secured in Full Restraints.

2. This indemnity and hold harmless agreement shall be governed by and interpreted in accordance with the laws of North Carolina. The jurisdiction/venue for any action arising hereunder shall be the appropriate court(s) in Mecklenburg County, North Carolina, without application of any conflict of laws provisions of any state. I personally and on behalf of all others claiming by or through me, hereby agree to the exclusive personal jurisdiction and venue of the courts of Mecklenburg County, North Carolina for purposes of disposing of any litigation or other matters arising hereunder.

3. If any provision of this Agreement is deemed unenforceable, the remaining terms and conditions of this Agreement shall remain in full force and effect.

4. The terms and conditions of this Indemnity and Hold Harmless Agreement shall survive any term of incarceration of the Inmate in the MCJ, my representation of the Inmate (if applicable) and/or or my provision of any services for or on behalf of the inmate, termination of any contact visit I have with the Inmate pursuant to this Agreement, and shall survive termination of this Agreement for any reason.

Witness by my hand:

_____ (Signature of Visitor)

Printed Name of Visitor _____

Date: _____

Witness: _____ (Signature of Witness)

Printed Name of Witness: _____

Date: _____