

STATE OF GEORGIA
COUNTY OF HENRY
CITY OF STOCKBRIDGE

RESOLUTION NO. R18-933

**A RESOLUTION ESTABLISHING AN INTERIM POLICY WITH
RESPECT TO OBTAINING WAIVERS FOR PERSONS BEING
TRANSPORTED IN CITY VEHICLES**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds;

WHEREAS, the City Council desires to establish a formal policy with respect to the obtaining waivers for the transport of persons in city vehicles;

WHEREAS, the City Council specifically finds that the proposed policy promotes and protects the safety, health, peace, security, good order, comfort, convenience, and general welfare of the city and its inhabitants;

WHEREAS, the Mayor and Council believe that the proposed policy is in the best interest of the City and its citizens;

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

Section 1. **Establishment of Policy** – The Mayor and Council of the City of Stockbridge hereby direct the City Manager (or any person acting in such capacity) to adhere to the following when preparing agendas for City Council meetings:

1. Whenever any non-city employee or official is transported in a city owned or rented vehicle, a waiver in the form of Exhibit A or Exhibit B shall be obtained by such person or persons.
2. The waiver shall be delivered to the City Clerk and kept on file.

Section 2. **Documents** – The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

Section 3. **Severability** - To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.

Section 4. **Repeal of Conflicting Provisions** - All City resolutions inconsistent with this Resolution are hereby repealed.

Section 5. **Effective Date** - This Resolution shall be effective immediately upon the date of its adoption by the City Council and Mayor as provided in the City Charter.

SO RESOLVED, this the 14th day of May, 2018.

CITY OF STOCKBRIDGE, GEORGIA


ANTHONY S. FORD, MAYOR

ATTEST:


VANESSA HOLIDAY, CITY CLERK

APPROVED AS TO FORM:


MICHAEL WILLIAMS, CITY ATTORNEY



City of Stockbridge Passenger Waiver and Hold Harmless Agreement

Pursuant to my participation as a passenger in a City of Stockbridge vehicle during the period described below, I acknowledge, accept, and assume the risks and dangers of being a passenger within the confines of the event or activity for which I am being transported. I hereby waive on my behalf, and on behalf of any person claiming by, through or under me, any and all claims or causes of action which I may now or hereafter have against the City of Stockbridge, its Sponsors, Event Coordinators, their representatives, officers, directors, agents or employees, arising out of any injuries I may sustain while present as a passenger, and will hold the same harmless against any and all claims resulting from such injuries.

This Waiver and Hold Harmless Agreement shall be binding upon me and my heirs, personal representatives and assigns. I acknowledge that at all times I am not acting as an employee of the City of Stockbridge. Therefore, I shall not be entitled to participation in, or receive any employee benefits or welfare plans.

Date: _____ through _____ (Waiver applies for one year time period)
(Today's date) (Date in one year)

I, _____, hereby acknowledge that I have read, understand, and agree to the statements above and sign this acknowledgement below of my own free will.

Street Address: _____ Home Phone: _____

City/State/Zip: _____

Signature: _____ Date: _____



**CITY OF STOCKBRIDGE
PASSENGER WAIVER FORM**

PROGRAM: _____

Please read the following and sign below:

I/We, the below participant(s) and/or spouse, do hereby consent to my/our/his/her participation in the above Program including all activities incidental to the Program. I/We assume all responsibilities for, and risk and hazards of, participation in the Program, including transportation to and from all activities in the Program. In consideration of being allowed to participate in the Program, I/We hereby release and forever discharge the City of Stockbridge, the City of Stockbridge Recreation & Parks Division, and their respective officials, officers, employees, sponsors, organizers, supervisors, volunteers, participants and agents, from any and all claims, actions or causes of action of whatever kind and nature, including claims for property damage, bodily injury or death, arising out of, or sustained as result of, my/our/his/her participation in the Program and all activities incidental to the Program. I hereby give the City of Stockbridge ("City") permission to take photographs of me or photographs in which I may be involved with others without compensation to me. These photographs may be used by the City for promotional and information purposes in print, on the City website and in other media.

	NAME (print)	HOME ADDRESS (print) (#, street, city, and zip)	PHONE	BIRTHDATE	SIGNATURE
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