



Hendersonville Police Department

Off-Duty Employment and Risk Agreement



Instructions: This form is to be completed by the Employee requesting approval

Name of requesting employee:

Assignment:

Risk Agreement for Off-Duty Employment

This Agreement is entered into between the City of Hendersonville and the undersigned employee, that for and in consideration of being permitted to perform off-duty work assignments and engage in Off-Duty Employment, the undersigned agrees as follows (employee must initial beside each paragraph to indicate it has been read):

- _____ 1. The undersigned acknowledges that they have read and understand the Hendersonville Police Department's Extra Duty, Off-Duty, and Secondary Employment Policy (the "Policy") and that they agree to comply the Policy, the terms of which are incorporated herein by reference. As used in this Agreement, "Off-Duty Employment" has the meaning assigned in the Policy.
- _____ 2. The undersigned acknowledges that Off-Duty Employment imposes unusual restraints and responsibilities on them.
- _____ 3. The undersigned agrees that all Off-Duty Employment will comply fully with all North Carolina, federal, and local laws, as well as the rules and regulations of the Hendersonville Police Department.
- _____ 4. The undersigned agrees that their decision to engage in Off-Duty Employment is entirely voluntary.
- _____ 5. The undersigned understands and agrees that being permitted to engage in Off-Duty Employment by the City is a privilege, and that failure to adhere to the terms of the Policy and this Agreement may result in suspension or termination of that privilege.
- _____ 6. The undersigned acknowledges that Off-Duty Employment is managed through the Hendersonville Police Department, or if the City has contracted with a third-party vendor, by such Third-Party Vendor, as outlined in the Policy. No other Off-Duty Employment arrangements will be permitted or approved.
- _____ 7. The undersigned agrees that they will immediately stop any Off-Duty Employment work upon receipt of an order by the Chief of Police or his designee to halt the employment.
- _____ 8. The undersigned understands and agrees that neither the City, nor the Hendersonville Police Department has control of the premises or event for which the Off-Duty Employment is performed, and therefore releases the City, its employees, officers and elected officials from any and liability in tort and for premises liability associated with such Off-Duty Employment; provided however that nothing herein shall be deemed be a waiver or any rights of the employee or obligations of the City under Worker's Compensation law.



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9. The undersigned acknowledges, understands and agrees that there may be instances where the City's workers compensation carrier, the North Carolina Industrial Commission or courts having jurisdiction determine that:

- a. Injuries sustained during Off-Duty Employment were sustained in manner not covered, or while performing activities or duties not covered, by the City's obligations under Worker's Compensation law, or
- b. Benefits will be provided by a third-party employer's workers compensation provider, or
- c. Benefits will be calculated according to the wages received from the third-party employer for whom the Off-Duty work was performed, rather than wages received from the City, or
- d. Other determinations that are unfavorable to the employee.

In any of these events, the officer understands and agrees that this may result in a denial or reduction of worker's compensation coverage claims or benefits, or the receipt of benefits that are different from benefits that may have been received had the injury been sustained during regular or extra-duty work assignments for the City of Hendersonville.

Signature:

Date:

Approval is given with the understanding that Hendersonville Police Department employees will comply with all rules and regulations of the City of Hendersonville and the Hendersonville Police Department concerning Off-Duty Employment, code of conduct, and any other applicable written directives, including recall for duty, and that this approval is subject to limitation, suspension, or revocation by the Chief of Police at any time.

Review and Agreement

Chief of Police

C. Blair Myhand

Signature:

Date:

☐ Approved and agreed

☐ Not Approved or agreed

☐ Approved and agreed, but subject to the Following Conditions:

Employee agrees to the conditions: _____ / _____
Signature Date