



## INTEROFFICE CORRESPONDENCE

**TO:** All Police Personnel

**FROM:** Chief David D. Been, CHF

A handwritten signature in cursive ink that reads "David D. Been".

**DATE:** August 15, 2003

**SUBJECT:** Departmental Order 2003-06, *Use of Tulsa Police Department Recreational Facilities*

Weight rooms and gymnasiums at Tulsa Police Department buildings may be used by employees of the Department under terms and conditions as may be set forth by the Chief of Police. Other employees of the City of Tulsa or civilians not employed by the City of Tulsa may use these facilities only as provided in this order. Use by persons other than Tulsa Police Department employees may take place as space permits, and then only so long as such use does not interfere with access by Tulsa Police Department employees or the normal working operations of the Tulsa Police Department. This use must be in conjunction with, or at the direction of an employee, with the permission of the Chief of Police, the appropriate division commander, and under the terms and conditions as may be set forth by the Chief of Police and/or the division commander.

Employees who desire to use these recreational facilities in conjunction with civilians for a group event must apply in writing to the Chief of Police and detail the contemplated event or use, the number of persons anticipated, the existence of any insurance (along with a copy of the policy), and the purpose of the event or use.

All persons other than Department employees granted permission to use the Department's recreational facilities must execute an indemnification and hold harmless agreement and, if the person is a juvenile, the agreement must be signed by both the juvenile and his/her parent or legal guardian. These forms will be available and filed at the division where the facility is located. Samples of the forms are on the following three pages.

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All Police Personnel

August 15, 2003

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**USE OF POLICE RECREATIONAL FACILITIES  
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_, wish to utilize the Tulsa Police Department's recreational facilities. I understand that the use of these facilities may result in damage to my person or property. In consideration for the use of these facilities and other good and valuable considerations, I my assigned heirs, executors or agents hereby agree to hold the City of Tulsa and the Tulsa Police Department harmless and agree to indemnify said City of Tulsa and the Tulsa Police Department, their agents and employees from any and all claims, damages, losses and expenses arising from my use of the facilities and related activities.

I further state that I am in good physical condition and I have no physical disability which would prevent me from utilizing the facilities. I am aware that participation in recreational activities may lead to injury and/or death. I hereby assume these risks and any risks associated with use of these facilities.

If you wish to use the facilities, please enter the information below.

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SIGNATURE

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DATE

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SIGNATURE OF SPOUSE/PARENT (IF APPLICABLE)

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ADDRESS

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CITY STATE ZIP

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HOME PHONE NUMBER

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DATE OF BIRTH

Subscribed and sworn to me, a notary public, this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

APPROVED:

APPROVED:

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CHIEF OF POLICE

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DIVISION COMMANDER

All Police Personnel

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**HOLD HARMLESS AGREEMENT**  
**REQUEST FOR USE OF TULSA POLICE DEPARTMENT**  
**RECREATIONAL FACILITIES**

I, \_\_\_\_\_, freely and voluntarily request to use the recreational facilities of the Tulsa Police Department and/or the City of Tulsa for the following event or use: \_\_\_\_\_.

This facility is to be used in conjunction with or at the direction of officer/employee \_\_\_\_\_.

I fully understand such privilege can be revoked at any time.

It is fully understood that the Tulsa Police Department and/or the City of Tulsa will NOT provide insurance for such use/event. It is also understood that the City of Tulsa and/or the Tulsa Police Department are not sponsoring and are not involved in the management or conduct of the event or program described. The City of Tulsa and/or the Tulsa Police Department are only allowing the use of such facilities.

I/We are expected to supply appropriate insurance coverage for any injuries or damages which may occur. The undersigned recognizes that it is his/her responsibility to ascertain whether the person or organization sponsoring the event has liability insurance. It is further understood and agreed that if insurance is not provided, the undersigned accepts full responsibility for any injuries or damages which occur due to the use of such facilities.

In consideration of the above authority to use the recreational facility of the Tulsa Police Department, and other good and valuable considerations, I, my assigned heirs, executors or agents hereby agree to hold the City of Tulsa and the Tulsa Police Department harmless. I agree to indemnify the City of Tulsa, the Tulsa Police Department, and their agents and employees from any and all claim, damages, losses, and expenses arising out of the above described use/event and any other related activities, which is for bodily injury, illness, death, or property, including loss of use.

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

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CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

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SIGNATURE OF PARENT (If minor)

TELEPHONE NUMBER \_\_\_\_\_

Subscribed and sworn to me, a notary public, this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_. \_\_\_\_\_.

My commission expires \_\_\_\_\_. \_\_\_\_\_  
Notary Public

APPROVED:

APPROVED:

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CHIEF OF POLICE

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DIVISION COMMANDER

INSTRUCTIONS: Complete form, sign and have your signature notarized. Please attach a letter stating your reasons for participating in this program. Forward to the Office of the Chief of Police, Tulsa Police Department, 600 Civic Center, Tulsa, Oklahoma 74103.

**OFF-DUTY EMPLOYEE USE OF POLICE RECREATIONAL FACILITIES  
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_, wish to utilize the Tulsa Police Department's recreational facilities. I understand that the use of these facilities may result in damage to my person or property. In consideration for the use of these facilities and other good and valuable considerations, I, my assigned heirs, executors or agents hereby agree to hold the City of Tulsa and the Tulsa Police Department harmless and agree to indemnify said City of Tulsa and the Tulsa Police Department, their agents and employees from any and all claims, damages, losses, and expenses arising from my use of the facilities and related activities.

I further state that I am in good physical condition and I have no physical disability which would prevent me from utilizing the facilities. I am aware that participation in recreational activities may lead to injury and/or death. I hereby assume these risks and any risks associated with use of these facilities.

I further certify that I am freely and voluntarily requesting to use the designated facilities on my off-duty time. I am not entitled to, nor am I requesting any compensation. I understand that if I am injured, such injury is an off-duty injury and I am not entitled to workers compensation or line-of-duty injury benefits.

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SIGNATURE

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DATE

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WITNESS

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WITNESS