

**Not intended as legal advice.  
Seek counsel before implementation of any policy.**

**DRAFT**  
**Neighborhood Watch Policy**

Unanimously Adopted by the \_\_\_\_\_ Homeowners Association (HPHOA)  
Board of Directors \_\_\_/\_\_\_/\_\_\_ & posted on the \_\_\_\_\_ website

Neighborhood Watch participants do NOT:

- approach/confront suspects,
- detain people,
- carry weapons,
- get out of their cars,
- do anything that would potentially put themselves or others in harm's way, and
- (NEVER) chase or follow a suspect.

Neighborhood Watch participants DO:

- Simply observe and report to police. Volunteers are the "eyes and ears" of law enforcement; not the hands. The confrontation of suspicious persons or the apprehension of criminals should be left to the police. Neighborhood Crime Watch groups are not vigilante forces.

No matter how well-intended actions may be, there can be serious repercussions and unintended consequences.

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If you see suspicious activity or a criminal act, call the Madison Police Department's non-emergency number 256.722.7190. **9-1-1 is for emergencies**. These types of calls would include life threatening situations where someone's life is in danger or a crime is occurring and police assistance is needed immediately.

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**PEOPLE AREN'T SUSPICIOUS, BEHAVIORS ARE!**

Signs and behavior to look for that MAY be suspicious:

- A person running.
- A stranger carrying property.
- A person going door-to-door in a building or a residential area.
- Any person forcibly entering a locked vehicle, dorm room or even a classroom.
- Business transactions being conducted from a vehicle.
- One or more persons sitting in a parked car exhibiting suspicious behavior.
- A juvenile or female being forced into a vehicle.
- A person exhibiting unusual mental or physical symptoms.

**Suggested reading:**

**Neighborhood Watch Manual**

**USAonWatch - National Neighborhood Watch Program**

[http://www.usaonwatch.org/assets/publications/0\\_NW\\_Manual\\_1210.pdf](http://www.usaonwatch.org/assets/publications/0_NW_Manual_1210.pdf)

Any deviation from this policy may result in total liability on the part of the volunteer. Volunteers certify they don't have any felonies, serious misdemeanors, do not abuse alcohol or use illegal drugs.

**DRAFT**  
**Neighborhood Watch Waiver**  
**Assumption of Risk and Indemnity Agreement**

Volunteers MUST sign and date this waiver accepting receipt of the **Neighborhood Watch Policy**. Board members acknowledge and agree to the terms and condition through ratification.

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In consideration of being permitted to participate in the Neighborhood program I, Acknowledge, agree, and represent that I understand the nature of **Neighborhood Watch** Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity and report conditions to the police and board.

I Fully Understand that:

**Neighborhood Watch** Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("risks"); these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the Negligence of the "releasees" Named Below; there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully **ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND DAMAGES** I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Heritage Plantation Homeowners Association, its officers and directors, contracted staff, or other participants each considered on of the "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I Will Indemnify, Save, and Hold Harmless Each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE.**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)