

AFFIDAVIT, RELEASE AND INDEMNITY AGREEMENT

(NEXT OF KIN)

THE STATE of TEXAS

COUNTY of DALLAS

My name is _____ I reside at _____, in the City of _____ State of _____. My Driver's License number is _____, issued by the State of _____.

CHOOSE ONE: * ___A. I request the release of the below described vehicle and all property contained within that vehicle at the time of impoundment.

* ___B. I request only the release of the property which was contained within the below described vehicle at the time of impoundment.

Vehicle Information: * Make _____ Model _____ Year _____ Color _____
* Vehicle License Plate # _____ State _____
* Vehicle Identification Number _____
* Vehicle Owner _____

The owner of the above-described vehicle has become incapacitated or is deceased; and I am the:

* ___A. next-of-kin or heir of the vehicle owner (indicate your relationship)
___1. Spouse
___2. Child (NOTE: This represents the legal order of inheritance.)
___3. Parent
___4. brother/sister

CHOOSE ONE: * ___B. legally designated agent of _____ who is the next-of-kin or heir of the vehicle owner, now incapacitated or deceased (must have document showing agency). (State the relationship of the next-of-kin * or heir to the vehicle owner: _____.) (See NOTE above)
* ___C. other: (Contact an attorney in the Criminal Law and Police Unit of the Dallas Police Department) 1400 S. Lamar, Dallas, Texas 75206

W A R N I N G

TEXAS PENAL CODE
Section 37.02 – PERJURY

- A. A PERSON COMMIT AN OFFENSE IF, WITH INTENT TO DECEIVE AND WITH KNOWLEDGE OF THE STATEMENT'S MEANING:
 - (1) HE MAKES A FALSE STATEMENT UNDER OATH OR SWEARS TO THE TRUTH OF A FALSE STATEMENT PREVIOUSLY MADE, AND
 - (2) THE STATEMENT IS REQUIRED OR AUTHORIZED BY LAW TO BE MADE UNDER OATH
- B. AN OFFENSE UNDER THIS SECTION IS A CLASS "A" MISDEMEANOR.

In consideration for the release of the referenced property, the undersigned releases the City of Dallas, the Police Department and the employees of the City of Dallas, from any and all liability, claims, suits, demands or causes of action which may arise out of or be brought against the City of Dallas, its Police Department or the employees of the City of Dallas by virtue of the delivery of the above described property to me.

For the same consideration, it is the express purpose of this agreement that I bind myself to defend, pay and hold the City of Dallas, Texas, the Police Department of the City of Dallas and any City employee, whole and harmless from any liability, claim, demand, suit or cause of action which may arise out of or be brought against the City of Dallas, the Police Department of the City of Dallas or any employee of the City of Dallas, by virtue of the delivery of the above described property to me.

EXECUTED THIS THE _____ DAY OF _____, A.D., 20_____.

SUBSCRIBED AND SWORN TO BEFORE ME, BY THE SAID _____ ON THIS THE _____ DAY OF _____ A.D., 20_____, TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF THE OFFICE.

NOTARY PUBLIC'S SIGNATURE

(SEAL)