

**NORTH METRO FIRE RESCUE DISTRICT
RIDE-ALONG PROGRAM
RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

Name _____ Are you under 18 years of age? YES ___ NO ___

Address _____

Home Phone _____ Business Phone _____

Reason for Requesting Ride _____

Check One:

One-Time Request. Station/Apparatus requested _____

Officer/Employee requesting to ride with _____ Shift: _____

Requested duration of Ride-Along: _____ am / pm TO _____ am / pm

Continuing Ride-Along Activities. I intend and agree that this Release of Liability and Assumption of Risk (“**Release**”) shall apply to all instances where I enter in, on or over the District’s property and/or facilities, ride in a District apparatus or vehicle, accompany District personnel on emergency or non-emergency responses, and/or participate in other District matters (collectively, “**District Activities**”).

IMPORTANT NOTICE:

Participation in any District Activities requires compliance with the District’s PPE policies. Applicant must have no signs or symptoms of COVID-19. Applicants are strongly encouraged to be fully vaccinated before participating in any District Activities.

VOLUNTARY RELEASE OF LIABILITY AND ASSUMPTION OF RISK: Having had full opportunity to read and consider this Release and to confer with legal counsel or other third parties regarding the important legal consequences of entering into this Release, do assert that I am voluntarily entering into this Release without any pressure, compulsion or duress by any third party or the District.

RELEASE OF LIABILITY: In consideration for being permitted to participate in one or more District Activities, I individually and on behalf of my family members, personal representatives, and heirs, hereby release, waive, and discharge the District and its officers, directors, agents, employees, and representatives (collectively “**District Parties**”) from any and all liability, causes of action under any theory at law or equity, claims and demands, damages, costs, expenses, and compensation, arising from or relating to any injury (including death) or damages to person or property incurred as a result of participating in one or more District Activities.

NOTICE OF INHERENTLY DANGEROUS ACTIVITY: Participating in one or more District Activities is inherently dangerous and may result in severe permanent injury or death and can result in exposure to hazardous situations including, but not limited to, forms of physical violence, explosions, hazardous materials exposure, falls, dog bites, motor vehicle accidents, and infectious diseases.

ASSUMPTION OF RISK: I, individually and on behalf of my family members, personal representatives and heirs, having read and thoroughly understood the above NOTICE OF INHERENTLY DANGEROUS

ACTIVITY, acknowledge and agree that participating in one or more District Activities is inherently dangerous, can result in severe permanent injury or death and can cause exposure to hazardous situations including, but not limited to, forms of physical violence, explosions, hazardous materials exposure, falls, dog bites, motor vehicle accidents, and infectious diseases. I hereby knowingly assume any and all risks associated with or arising from participating in one or more District Activities.

I understand that the District's insurance does not provide coverage for any aspect of participating in one or more District Activities. I expressly assume all responsibility for securing appropriate insurance coverage. I also represent that I am mentally and physically fit to participate in one or more District Activities.

PATIENT CONFIDENTIALITY: I understand that while participating in one or more District Activities I may receive, come in contact with, observe, hear, or otherwise learn the confidential and protected health information of one or more individuals. I understand that I am prohibited from disclosing an individual's protected health information, which is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 and the Privacy Rule promulgated by the U.S. Department of Health and Human Services, 45 C.F.R 160 and 164. I have received a copy of District's HIPAA Privacy Policy and agree to adhere to the provisions. I understand that if I have any questions I should ask the District personnel I accompany who have received training on the requirements of HIPAA and the Privacy Rule.

INDEMNIFICATION: In consideration for being permitted to participate in one or more District Activities, I agree to indemnify and defend the District and the District Parties from and against any loss, liability, damage, claim, cost or expense (including reasonable attorneys' fees, costs and expenses) of any kind or nature whatsoever resulting from my participating in one or more District Activities. I agree that the District shall have sole discretion in selecting legal counsel even though I am solely responsible for the payment of the defense costs.

GOVERNMENTAL IMMUNITY: This Release is not intended to, and does not in any manner, limit the privileges and protections afforded the District and the District Parties under federal and state law, including but not limited to, the Colorado Governmental Immunity Act, §24-10-101, C.R.S. *et seq.*

ADDITIONAL TERMS: Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Broomfield County. This Agreement is the entire agreement between the District and me, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the District and me. This Release is not assignable. If any provision is held invalid or unenforceable all other provisions shall continue in full force and effect. Waiver of a breach of this Release shall not operate or be construed as a waiver of any subsequent breach of this Release. This Release shall enure to the benefit of, and be binding upon, the District and me and my family members, representatives, and heirs. This Release is not intended to, and shall not, confer rights on any person or entity that is not a party to this Release. In any dispute arising from or relating to this Release or my participation in one or more District Activities, the prevailing party shall be awarded its/his/her reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs, and expenses incurred in executing or collecting upon any judgment, order, or award. This Release may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one valid, binding document.

CLOTHING; COMPLIANCE WITH DISTRICT SAFETY RULES: Appropriate attire must be worn. Acceptable attire is dark navy pants, dark navy shirt, black socks, and black shoes. Pants shall be Dockers, Medic Pants, or something of the like. Shirts shall be Polo type without a logo of any kind. All clothing must be clean and in good condition. The company officer may cancel permission based on the appearance, attitude, or conduct of the guest rider. I agree to comply with the District's safety rules and policies

concerning use and wear of personal protective equipment (PPE). I understand that failure to comply with the District's safety rules will be cause for termination of the ride or other District Activities and the District may prohibit me from participating in any future District Activities.

I HAVE READ THIS RELEASE IN ITS ENTIRETY AND UNDERSTAND THIS DOCUMENT. BY SIGNING MY NAME BELOW, I HEREBY VOLUNTARILY ACCEPT THE TERMS AND CONDITIONS OF THIS RELEASE.

Dated this ____ day of _____, 20 ____.

Signature _____ Occupation _____

Street Address _____ City _____ State _____ Zip _____

Type of Photo ID:

Driver's License Number: _____ State of issuance: _____

Colorado I.D. Number: _____ Student I.D. Number: _____

Other form of identification (birth certificate, passport, etc.): _____

Indicate three (3) possible ride-alone dates with number one being your first choice:

1. _____ 2. _____ 3. _____

THIS SECTION MUST BE COMPLETED BY PARENT OR GUARDIAN IF APPLICANT IS UNDER 18 YEARS OF AGE

I, Parent/Guardian of _____, have read the above Release and hereby consent for my child to participate in one or more District Activities. On behalf of myself, my child, our family members, personal representatives and heirs, I do hereby release, waive, and discharge the District and the District Parties from any and all liability, causes of action under any theory of law or equity, claims and demands, damages, costs, expenses, and compensation, arising from or relating to any injury (including death) or damages to person or property incurred as a result of my child participating in one or more District Activities. On behalf of myself, my child, our family members, personal representatives and heirs, I hereby knowingly and voluntarily assume any and all risks associated with or arising from allowing my child to participate in one or more District Activities. I understand that the District's insurance does not provide coverage for any aspect of my child participating in one or more District Activities. I expressly assume all responsibility for securing appropriate insurance coverage for my child. I have full knowledge regarding my child's mental and physical condition, and assert that my child is mentally and physically fit to participate in one or more District Activities.

I HEREBY VOLUNTARILY SIGN THIS RELEASE ON BEHALF OF MYSELF, MY CHILD, OUR FAMILY MEMBERS, PERSONAL REPRESENTATIVES AND HEIRS.

Parent/Guardian Signature: _____ Date: _____

TO BE COMPLETED BY FIRE DISTRICT PERSONNEL ONLY

Name of Ride-Along participant: _____

Date of requested Ride-Along: _____

Duration (hrs) of Ride-Along: _____

* Normal duration for the Ride-Along Program is 12 hours (0700-2200). Hours may be reduced at the discretion of the Battalion Chief. ** Special requests must be approved by the Battalion Chief prior to applicant ride date

Officer Assigned to: _____ Station: _____ Shift: _____

Scheduled by: _____ Date: _____

Permission is valid from the hours of _____ am/pm TO _____ am/pm

Approved by Battalion Chief _____

Comments: _____

****Please return the signed form to the above named Scheduler****

Entered on Master Calendar by: _____ Date: _____