



Enumclaw Fire Department/KCFD #28 Ride Along Program

INDEMNITY, ASSUMPTION OF RISKS, WAIVER, AND RELEASE OF LIABILITIES

I, _____, am not a current member of the Enumclaw Fire Department/KCFD #28 ("Fire Department"). I have made a voluntary request to ride in a vehicle assigned to the Fire Department and to accompany a member or members of the Fire Department during the performance of their official duties and/or for a special event (parade, school event, public event, etc.) and

WHEREAS, the Fire Department is willing to allow me to ride in a Fire Department vehicle and to participate in the Ride-Along Program on the terms and conditions stated herein.

THEREFORE, in consideration of the permission given to me to ride in a Fire Department vehicle and to accompany a member or members of the Fire Department in the performance of their official duties and/or during a special event, I do hereby agree as follows:

- 1) I am aware that the work of the Fire Department is inherently dangerous and can involve many safety and biological hazards and that I may be subjected to the risk of personal injury or death or property damage by accompanying a member or members of the Fire Department during the performance of their official duties. I freely, voluntarily and with such knowledge assume all risks of personal injury, death and property damage arising from, or in any way connected with, any act or omission by any member of the Fire Department and employees of the Enumclaw Fire Department/KCFD #28 while I am participating in the Ride-Along Program. Such act, accident, or omission could include, but is not limited to, automobile collision, fire, explosion, gas, electrocution or the escape of hazardous material substances, use of weapons, unlawful acts or forcible resistance by suspected law violators, assault, riot or breach of the peace. In consideration of my application and permitting me to participate in the Ride-Along Program, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release, and Discharge the Fire Department, and the KCFD#28, its officers, employees, contractors and agents, and any and all of their sureties for all liability for injuries, death, property damage, lost income, or any other losses, costs or actions of any kind which hereafter may accrue or arise from or relate to, or in any way connected with this Agreement or my participation in the Ride-Along Program including, but not limited to, all liability arising from any act or omission, whether or not an act of passive or active negligence, by any person including a member or members of the Fire Department, or arising out of strict liability; (B) Protect, Defend, Indemnify, and Hold Harmless the Fire Department and the KCFD #28, its officers, employees, contractors and agents from all liability, losses, claims, suits or causes of action arising from any injury, disability, death or property damage to the extent arising or resulting directly or indirectly from any act or omission by me.
- 2) I understand that my participation in the Ride-Along Program is a matter of public record and will not be kept confidential, and that I may be required to testify in a court of law or other proceedings regarding matters occurring during my participation in the Ride-Along Program.
- 3) I understand I may not bring cameras, tape recorders, cell phones, or personal electronic or other types of recording devices unless prior authorization has been obtained from the Fire Chief.

*All photos and recordings taken by a rider, if authorized by the Fire Chief under this Section, are property of the Fire Department until released by the Fire Chief. Except as may be authorized by the shift supervisor, Ride-Along participants are specifically **prohibited from using any personal electronic device** (camera, tape recorder, cell phone, ipad, or similar personal electronic device) **or accessing social media websites** (Facebook, Twitter, and similar sites) during the Ride-Along.*

- 4) I will keep confidential and not disclose the names, addresses or identities of victims, witnesses, or any persons encountered while on the Ride-Along Program except by written permission of the Fire Chief or his or her designee, or as otherwise required to by law.



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Ride along participant must refrain from discussing names or persons involved in Fire/EMS cases or other incidents with anyone outside the Enumclaw Fire Department at any time during or after the date of event. Each ride along participant will be considered a confidant of the Fire Department, and it is essential that all matters pertaining to recipients of Fire/EMS or related service by the Fire Department, and any and all personal information including names, medical history and statements gathered; remain confidential in compliance with Federal HIPPA regulations. Any civil and/or criminal penalties assessed for a breach of confidentiality under HIPPA by a ride along participant are the sole responsibility of the ride along participant.

- 5) I understand that I am solely responsible for arranging and providing for my own meals, hydration, health insurance, and transportation to and from the Fire Department.
- 7) I hereby consent to receive medical treatment for myself, which may be deemed advisable in the event of injury, accident and/or illness during my participation in the Ride-Along Program.
- 8) It is my intent that this Indemnity, Assumption of Risks, Waiver, and Release of Liabilities shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I certify and represent that I have carefully read and I understand the contents of this Indemnity, Assumption of Risks, Waiver, and Release of Liabilities Agreement and I agree to the above terms of my own free will.

Date

Print Name

Signature

parent/guardian signature required if under 18 years