



**AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE, WAIVER AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT**

WHEREAS, I, \_\_\_\_\_, (being) (not being) over the age of eighteen and not being a member of the French Camp McKinley Fire District (“Fire Department or Fire District”), 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 (“Ride-Along Program”); 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.

NOW, 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, I do hereby agree as follows:

- 1) I am aware that the work of the Fire Department is inherently dangerous 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 accident by any person including a member or members of the Fire Department while I am participating in the Ride-Along Program. Such act or accident could include, but is not limited to, automobile collision, fire, explosion, gas, electrocution or the escape of radioactive substances, use of weapons, unlawful acts or forcible resistance by suspected law violators, assault, riot, breach of the peace. I agree to release and hold harmless the French Camp McKinley Fire District, and its officers, employees, contractors and agents, and any and all of their sureties for all liability for injuries, death and property damage arising from or related to or any way connected with this Agreement or my participation in the Ride-Along Program, including all liability arising from any act, 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. I further agree to defend, indemnify, and hold harmless the French Camp McKinley Fire District 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) Unless prior approval in writing by the Fire Chief, cameras, tape recorders, or other recording devices are prohibited and that I will not carry or use any such item while participating in the Ride-Along Program.
- 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.

**I hereby represent that I have carefully read, I understand the contents of this agreement, and I agree to the above terms of my own free will.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date