

APPENDIX M

INSTRUCTIONS
FOR USING THE
FRY FIRE RIDE ALONG RELEASE AND WAIVER

DO:

1. Have the participant print his/her name, address, etc. clearly. (If it is illegible, try to write this information legibly next to it.)
2. Have the participant sit down. Tell them to take their time and to please read carefully.
3. Make sure they fill in all the blanks.
4. Health insurance is required, **MAKE A COPY OF THE HEALTH INSURANCE CARD AND STAPLE TO THE RELEASE.**
5. Make sure that they sign, date, and fill in the testamentary section at the bottom.
6. Answer simple questions.

DON'T

1. Hurry the participant.
2. Tell a participant its “no big deal”, “just a formality”, etc. This is a **big** deal!!
3. Try to give legal advice or answer legal questions.
4. Allow the person to change or modify the Release and Waiver. If the person does not accept the terms as written - no participation.

RELEASE AND WAIVER (RIDE-ALONG)

Fry Fire District

NAME: _____

HOME ADDRESS: _____

PHONE (HOME): _____

HEALTH INSURANCE: _____

POLICY NUMBER _____

NOTICE: THIS IS A LEGALLY BINDING

you waive your right to bring a court action to recover compensation or obtain any other remedy for any injury whatsoever resulting from your use of the facilities or equipment owned, leased or otherwise in the control of Fry Fire District.

Acknowledgment and Assumption of Risk

By signing this Agreement, I, _____, (print name of participant)

hereby acknowledge and agree that fire fighting and associated activities are dangerous activities and that there are many obvious and non-obvious inherent risks always present in such activities despite all safety precautions. I recognize that such risks include, but are not limited to: (i) that fire is unpredictable and may be affected by weather, wind and other conditions not within the control of Fry Fire District or any training instructor, fire fighter or emergency medical technician; (ii) that participating on emergency calls, including high speed responses, etc. involves certain inherent dangers associated with any motor vehicle activity, including but not limited to: traffic accidents involving other vehicles, stationary objects, speed, adverse road conditions and the like; (iii) that there are latent dangers present in all types of equipment, tools, vehicles and machinery used by Fry Fire District personnel, and present at District facilities and/or at an emergency scene and (iv) that there may be a negligent act by any member, agent, employee, student or client of Fry Fire District which may result in an unpredictable or dangerous situation. I understand that such risks may cause, contribute to, or result in serious injury or death, and I hereby agree to assume all such risks, both enumerated and not enumerated, associated with this activity.

Waiver/Release/Indemnification and Covenant Not to Sue

As part of the consideration for my participation in the activities of Fry Fire District and any associated use of the premises, equipment, and/or services of Fry Fire District, **I hereby agree to release from liability, indemnify and hold harmless Fry Fire District and/or its officers, board members, agents, and/or employees, from any and all losses, damages, or liability which they may sustain as a consequence of my acts or conduct, and do hereby waive any right I, my heirs, representatives or assigns may have** against Fry Fire District, its officers, board members, agents or employees to assert any cause of action, claim or demand of any nature whatsoever, including a claim for negligence which I, my heirs or assigns may have now or in the future, on account of personal injury or death, property damage, injury or accident of any kind, however the injury or damage is caused, including but not limited to the negligence of any officer, member, agent, client or employee of Fry Fire District or the conduct of any party connected in any way with Fry Fire District. I further agree to fully obey all instructions given to me by Fry Fire District personnel.

Scope of Agreement

To the extent possible, this Agreement shall be construed in such a manner as will render it fully enforceable: but if any provision is found to be unenforceable, such provision (or so much thereof as is found to be unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect. This Agreement is executed in Cochise County, Arizona and the parties agree that Arizona law shall govern any dispute connected herewith. I understand and agree that my health insurance will provide primary coverage for any injuries which I sustain.

In witness whereof, this instrument is duly executed this day, _____ (DATE)

(signature of participant)

IN CASE OF EMERGENCY, NOTIFY:

Telephone:

Signatory must write on the line above:

I HAVE READ AND UNDERSTAND THE ABOVE