



Waiver and Indemnification Agreement

Every Observer, and if under 18 years of age then their legal guardian, must read and understand this Agreement, sign below, and return to the City of Dayton in order to participate in any Fire Fighter related activities; EMT related activities; clinical, fire, technical, or any other training with the City of Dayton; Ride-A-Longs; access to any apparatus, engine, and/or any other vehicle maintained by the City of Dayton; use of any equipment owned or maintained by the City of Dayton; observation; demonstrations; and/or, any other Fire/EMT activities (“Observations”). Further, Observer or their legal guardian must read and understand this Agreement prior to being granted access to any non-public area of any Fire Station, Fire Fighter Training Center, located at 200 McFadden Avenue Dayton, Ohio 45403, grounds, building, and/or any area owned and/or controlled by the City of Dayton – Fire Department (“Property”).

Observer Name _____ Age ____ Date of Birth _____

Parent(s)/Guardian(s) Name(s) _____

Contact Phone No. _____ Additional Contact Phone No. _____

Email(s) _____

Reason for the request: _____

RIDE ALONG FORM - <https://www.daytonohio.gov/FormCenter/Fire-10/Ride-Along-Request-Form-103>

PLEASE READ THIS AGREEMENT (“WAIVER AND INDEMNIFICATION”) CAREFULLY BEFORE SIGNING. THIS WAIVER WILL AFFECT YOUR AND/OR YOUR MINOR CHILD’S LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR AND/OR YOUR CHILD’S ABILITY TO BRING A FUTURE LAWSUIT.

In consideration of the above-named Observer being permitted to participate in any manner in any of the Observations and to be permitted access to any non-public area owned and/or controlled by the City of Dayton - Fire Department, I, and if applicable I for my minor child, agree to the following:

1. **Consent.** I understand the nature of Observations and that I am being granted access to non-public Property. I believe I am or my minor child is qualified to participate in such Observations and access non-public Property and hereby give my consent to participate or for my minor child to participate in the Observations. I further agree and warrant that if at any time I believe or my minor child believes the conditions to be unsafe, I or my minor child will immediately discontinue participation in the Observations and/or leave the Property immediately.
2. **Assumption of Risks.** I, and if applicable my minor child, fully understand that:
 - A. Injuries to Observer may occur from the inherent risks, any and all known or unknown potential dangers, and any and all other potential risks (“Risks”), including but not limited to: the negligence and recklessness of City of Dayton employees, participating in the Observations, and/or accessing non-public Property;
 - B. Injury from said Risks can include direct physical bodily injury ranging from minor cuts, scraps, or muscle strains to serious, catastrophic bodily injury including, but not limited to, permanent disability, paralysis, and death, and may also include emotional injury experienced as a result of inflicting injury to another or witnessing injuries of another person;
 - C. These Risks may be caused by the action or inactions of the Observer; the actions or inactions of other participants in the Observations including, but not limited to, City of Dayton employees, agents, or volunteers, students, paramedics, firefighters, patients, and/or any and all other people; and,
 - D. There may be other risks and personal, social, and economic losses either not known to me or not readily foreseeable at this time; and I/WE, AND ON BEHALF OF MYSELF AND MY/OUR MINOR CHILD, FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND RESPONSIBILITY FOR ANY LOSSES AND DAMAGES INCURRED AS A

RESULT OF MY OR MY MINOR CHILD'S PARTICIPATION IN THE OBSERVATIONS AND THEIR ACCESS TO NON-PUBLIC AREAS CONTROLLED BY THE CITY OF DAYTON.

- 3. **Waiver of Liability.** I, ON BEHALF OF MYSELF, MY HEIRS, AND EXECUTORS, HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE CITY OF DAYTON, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM AND FOR ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY, OR MY MINOR CHILD'S, ACCOUNT ARISING IN WHOLE OR IN PART FROM MY PARTICIPATION IN THE OBSERVATIONS, AND ANY ASSOCIATED RISKS, INCLUDING NEGLIGENCE OF THE RELEASEES, RECKLESSNESS OF THE RELEASEES, NEGLIGENT RESCUE OPERATIONS OF THE RELEASEES, OR OTHERWISE. FURTHER, I, ON BEHALF OF MYSELF, MY HEIRS, AND EXECUTORS HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE CITY OF DAYTON ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS FROM AND FOR ALL LIABILITY, CLAIMS, DAMAGES, DEMANDS, LOSSES, OR DAMAGES ON MY, OR MY MINOR CHILD'S ACCOUNT ARISING IN WHOLE OR IN PART FROM MY ACCESS TO NON-PUBLIC PROPERTY.
- 4. **Indemnification.** I FURTHER AGREE THAT IF, DESPITE THIS WAIVER AND INDEMNIFICATION AGREEMENT I OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE AFOREMENTIONED RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, DAMAGES, OR COSTS, INCLUDING REASONABLE ATTORNEY FEES, THAT MAY OCCUR AS A RESULT OF OR DUE TO MY, OR MY MINOR CHILD'S, PARTICIPATION IN THE OBSERVATIONS, AND THE ASSOCIATED RISKS.
- 5. **Emergency Services.** In the event of an emergency, I authorize the City of Dayton and its agents to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my or my minor child's immediate care and I agree that I will be responsible for payment of any and all medical services required.
- 6. **Authorization.** I, the undersigned, do hereby represent that I, in fact, have the capacity to contract and agree to save and hold harmless and indemnify each and all the Releasees, referred to above.
- 7. **Authorization of Parent/Guardian.** I, the undersigned referred to as the parent(s) or legal guardian(s), acting in such capacity, of the minor listed above, do hereby represent that I/we am/are, in fact, have the capacity to contract for the minor child and agree to save and hold harmless and indemnify each and all the Releasees herein referred to above.
- 8. **HIPAA.** In compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) I or my minor child, (print name) _____ agree not to release any Medical information obtained during my Observations with the City of Dayton Fire Department without the expressed written consent of the City of Dayton Fire Department.

I HAVE READ, UNDERSTOOD, AND VOLUNTARILY ACCEPT AND AGREE TO THE ABOVE CONSENT, NOTICE OF ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION, AND ALL OTHER SECTIONS OF THIS AGREEMENT. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.

Observer Signature _____

Date _____

Parent/Guardian Signature _____

Date _____

Parent/Guardian Signature _____

Date _____

**** This Waiver and Indemnification Agreement has been approved as to form and correctness by the City Attorney. ****

COMPLETED FORM NEEDS TO BE EMAILED TO:

john.hurst@daytonohio.gov