

## BALTIMORE COUNTY FIRE DEPARTMENT OBSERVATIONAL RIDE-ALONG RIDE ALONG RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT ("WAIVER")

\*This is a Legal Document – Do not sign unless you fully understand the terms and conditions contained herein.

\*This form MUST be completed and submitted with the Ride-Along application.

I understand and hereby acknowledge the existence of and assume full responsibility for the dangers and risks associated with my participation in the Observational Ride-Along Program, and acknowledge that Baltimore County, Maryland, Baltimore County Office of Homeland Security and Emergency Management, Baltimore County Fire Department, and any other agency or unit of government, or entity of Baltimore County participating in the Observational Ride-Along Program ("Baltimore County"), and all of their respective agents, employees, contractors, successors and assigns, shall not be responsible for any and all property damage or bodily injury (including serious physical injury, emotional trauma, or even death) incurred by me as a result of my participation in the Observational Ride-Along Program, whether foreseen or unforeseen. In assuming all risks, I further attest and understand there are many different dangers involved in emergency medical services, emergency services and ride-along work and participation in the Observational Ride-Along Program. The risk of becoming infected with fatal and nonfatal infectious diseases such as, but not limited to, HIV virus, Hepatitis, TB, and many other infectious diseases are very possible. I understand that I may come into contact with any or all of the diseases through, airborne exposure, contact with blood and other body fluids. I understand that Baltimore County doesn't provide protective clothing and equipment for non-staff members; and the protective equipment we provide our staff is not intended for the use of non-staff members but may be provided in Baltimore County's discretion with no warranties express or implied as to its efficacy. There are substantial risk and dangers involved in participation in the Ride-Along Program. I further certify that I am cognizant of all of the inherent dangers of participating in the Ride-Along Program or in riding with or in an ambulance or fire suppression apparatus and of the basic safety rules for activities connected therewith and knowingly assume all risks. The inherent dangers associated with riding with such ambulance crews or participating in activities providing emergency services includes, but is not limited to, accidents involving the ambulance, negligent or intentional tortuous acts by third persons, exposure to communicable diseases, and various accidents during the provision of emergency medical treatment.

I understand and agree to notify Baltimore County prior to my participation in the Ride-Along Program if I have any health concerns or medical conditions before or during participation in the Ride-Along Program that may impair in any manner whatsoever my ability to participate in the Ride-Along Program; and I understand and agree to follow any directions, orders, advice or information given during the Ride-Along Program by Baltimore County with regard to the conduct of the Ride-Along Program. I further assume full responsibility for any and all property damage or bodily injury that results directly or indirectly from my own failure to do so; and I understand and agree that participation in the Ride-Along Program does not

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create an employment or joint venture relationship of any and all kinds between Baltimore County and myself and I am not entitled to employment benefits of any kinds including, but not limited to workers compensation and that Baltimore County is not receiving any consideration, pecuniary or otherwise, and that my participation is solely for my benefit; and I hereby forever release and discharge Baltimore County and forever waive my right to initiate, make or file any claim, cause of action, or legal proceeding whether now known or later discovered, including but not limited to, any and all loss, liability, damage, claim, cost or expense incurred by me, as a result of, or arising out of or in connection with, my participation in the Ride-Along Program, whether caused by the acts or omissions of Baltimore County, directly or indirectly, and including but not limited to, the acts or omissions of other participants or non-participants in the Ride-Along Program, including, but not limited to medical, personal injury, death, property damage, or tort claims or suits. In the event that a demand or claim, whether groundless or otherwise, is made against Baltimore County arising from or based on my participation or actions in the Ride-Along Program, I agree to indemnify Baltimore County for all damages, attorney fees and costs incurred in defending said demand or claim.

I further state that I understand the terms herein are contractual and not a mere recital, and that I have signed this document as my own free act. I hereby acknowledge that I fully understand the consequences of this Waiver and that it is a voluntary and intelligent act on my part. I understand that it is not the purpose of the Ride-Along Program to teach me emergency medical or response procedures, nor is it the function of the ambulance/fire/rescue service to serve as the guardians of my safety. I affirm that I have fully informed myself of the contents of this Waiver by reading it before I have signed it. I affirm that I am fit and capable of performing all tasks as contemplated by the Ride-Along program for participants, students, observers and riders such as myself.

I, the undersigned also acknowledge that if any single provision of this Waiver is declared unenforceable that such declaration has no effect on the enforce ability of the remainder of the Waiver nor does it render it illusory or invalid.

I HEREBY CERTIFY AND ACKNOWLEDGE THAT I HAVE THOROUGHLY READ AND FULLY UNDERSTAND THIS ACKNOWLEDGEMENT, RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT ("WAIVER").

Participant's Name:			
	(Printed)	(Signature)	(Date)

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