

# **SEATTLE FIRE DEPARTMENT RIDE-ALONG PARTICIPANT'S AGREEMENT**

## **THIS DOCUMENT AFFECTS AND LIMITS YOUR LEGAL RIGHTS READ AND UNDERSTAND IT BEFORE SIGNING**

The Seattle Fire Department is Seattle's primary emergency medical services, fire suppression, and hazardous materials first response, treatment, and rescue agency. The department's operations, including riding in Fire Department vehicles, are dangerous, as is being at the scene of emergency incidents. The Fire Department desires that citizens be able to observe its operations through a ride-along program, but the department's financial and other resources must be devoted to its emergency and other operations and not be diverted to the investigation and defense of claims arising from the ride-along program. Therefore, all participants in the Seattle Fire Department's ride-along program are required to execute this.

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

FOR AND IN CONSIDERATION of the undersigned being given the opportunity of observing fire operations and functions of the Seattle Fire Department by riding on or in a car, ladder apparatus, engine apparatus, aid/medic unit, fire boat, or any other equipment operated by members of the Fire Department and by any and all other means of observation whatsoever, the undersigned, in order to avail him or herself of said opportunity, expressly understands and agrees that any and all risk associated with participation in the ride-along program is intended by the parties to this agreement to be transferred to the rider participant. I expressly agree:

1. I understand that my participation in observing Fire Department operations and functions involves inherent risks that cannot be eliminated even by the exercise of reasonable care by all concerned. The risks involved in participating in Fire Department operations or the observation of such operations include, but are not limited to, risks and dangers of serious bodily injury, including permanent disability, paralysis, death and property damage. Such risks are created by transport in Fire Department vehicles, apparatus, or vessels, or my presence at fire stations or emergency incidents of various kinds, and arise from potential exposure to vehicle collisions, boat collisions or incidents, explosions, fires, hazardous materials incidents, exposure to infectious diseases, such as AIDS or tuberculosis which may be fatal and incurable, falls, structural collapse of buildings or other structures or objects, the operation of heavy machinery, the actions of members of the Fire Department or members of the public, riot or civil unrest. I further understand that these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in Fire Department operations or citizens or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.

I fully understand and agree that there may be other risks not known to me or that are not readily foreseeable at this time, and that the social and economic losses and/or damages that could result from these risks could be severe and could permanently change my future.

2. In consideration for my participation in the ride-along program, I expressly hereby ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN OR UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR ANY LOSSES, COSTS, AND/OR DAMAGES RESULTING FROM ANY INJURY, DISABILITY, PARALYSIS, DEATH, OR PROPERTY DAMAGE EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW. I EXPRESSLY AGREE THAT THE CITY OF SEATTLE AND ITS FIRE DEPARTMENT AND EMPLOYEES AND AGENTS SHALL HAVE NO DUTY OF CARE WHATSOEVER TO ME WHILE I PARTICIPATE IN THE RIDE-ALONG PROGRAM.

3. I hereby release, discharge, and covenant not to sue the City of Seattle, its employees and volunteers, officers and agents, all for the purposes herein referred to as "Releasees" FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next-of-kin, for any and all claims, demands, losses, or damages on account of any injury, including, but not limited to death or damage to property, caused or alleged to be caused in whole or in part by or arising out of my participation in the Seattle Fire Department ride-along program, WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
4. If, despite, this release, waiver, and assumption of risk agreement, I, or anyone on my behalf makes a claim against any of the "Releasees", I agree to indemnify and save and hold harmless the "Releasees" and each of them from any litigation expenses, attorneys' fees, loss, expert witness fees, costs of defense, liability, damage, or expenses they may incur due to the claim made against any of the "Releasees," whether the claim is based on the sole negligence of the "Releasees" or otherwise.
5. I sign this agreement on my own behalf and on behalf of my personal representatives, assigns, heirs, and next-of-kin.
6. I understand that this ride-along opportunity may be terminated at any time by the supervising officer of the company.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND UNDERSTAND BY SIGNING IT, I GIVE UP SUBSTANTIAL RIGHTS I MIGHT OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT OR MY PARTICIPATION IN THE SEATTLE FIRE DEPARTMENT RIDE-ALONG PROGRAM, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

**RIDER INFORMATION:**

RIDER'S NAME (please print) \_\_\_\_\_  
 RIDER'S SIGNATURE \_\_\_\_\_  
 DATE OF RIDE \_\_\_\_\_  
 REASON FOR RIDE \_\_\_\_\_  
 EMERGENCY CONTACT  
 Name \_\_\_\_\_  
 Phone \_\_\_\_\_

**SFD INFORMATION:**

SUPERVISING OFFICER'S SIGNATURE \_\_\_\_\_  
 UNIT RIDDEN: \_\_\_\_\_

**SUPERVISING OFFICER:**

**FORWARD THIS DOCUMENT TO THE FINANCE DIRECTOR AFTER THE RIDE-ALONG IS COMPLETED**