

# Release, Covenant Not to Sue, and Hold Harmless Agreement

PARTIES: CITY OF GRANTS PASS, hereinafter referred to as City, and

\_\_\_\_\_ (NAME) hereinafter referred to as Rider/Observer;

## RIDER/OBSERVER INFORMATION – PLEASE PRINT OR TYPE:

LAST, FIRST, MI: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: (     ) \_\_\_\_\_

EMPLOYER/SCHOOL: \_\_\_\_\_ TELEPHONE: (     ) \_\_\_\_\_

IDENTIFICATION (Driver's License Number/SS): \_\_\_\_\_

**The following information is requested for emergency purposes only. Rider should list any medical problems for which rider is being treated or past medical problems of which the city should be aware.**

List two people who can be notified in case of an emergency:

NAME: \_\_\_\_\_ TELEPHONE: (     ) \_\_\_\_\_

NAME: \_\_\_\_\_ TELEPHONE: (     ) \_\_\_\_\_

FAMILY PHYSICIAN: \_\_\_\_\_ TELEPHONE: (     ) \_\_\_\_\_

I am requesting this opportunity to participate in the observation of Grants Pass Fire Rescue (GPFR) for the following reason: \_\_\_\_\_

### (Check any that apply at the time of this request)

Currently enrolled in Citizen Public Safety Academy: \_\_\_\_\_ or Student Academy: \_\_\_\_\_

Prior Citizen Public Safety Academy or Student Public Safety Academy Attendee: \_\_\_\_\_

What dates did you attend the Academy? \_\_\_\_\_

Current applicant for a position with Grants Pass Fire Rescue: \_\_\_\_\_

What position and date of application? \_\_\_\_\_

Attended presentation by GPFR that prompted me to request this observation period: \_\_\_

If so, what presentation, date and who presented? \_\_\_\_\_

Family member of GPFR: \_\_\_\_\_ Which employee: \_\_\_\_\_

Prior approval of a GPFR Supervisor: \_\_\_\_\_ Which Supervisor: \_\_\_\_\_

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## RECITALS:

### WHEREAS:

- A. The City is willing to allow the rider/observer the opportunity to accompany and ride with firefighter(s) in a fire vehicle, while in the performance of their duties, for the purpose of observation, said opportunity hereinafter referred to as “ride along.”
- B. The rider understands and appreciates that there are known and unknown risks which the rider will be exposed to in a ride along, and rider does not wish to hold the City of Grants Pass, or any of its officers, employees, agents, or representatives responsible in either a Municipal or personal capacity for any injury, death, disability, or damages to property that may occur as a result of the ride along, regardless of who may be at fault. Rider knows that the risks are too numerous to mention herein, but include without limitation, such things as traffic accidents, fire calls, rescue calls, medical calls, hazardous material calls and police calls.
- C. The observer understands that while observing they will see and hear information that is confidential in nature, including information on a computer terminal. Disclosure of any information can result in criminal and civil charges being filed against the observer and can result in civil liability for Grants Pass Fire Rescue, the City of Grants Pass and associated departments. Therefore, to protect the confidentiality of the information and to protect the integrity of agreements which Grants Pass Fire Rescue has with local, state, and federal agencies the observer agrees that all information that they see, hear, or discuss while participating in the observation period will not be repeated to anyone without written permission of the Grants Pass Fire Rescue Chief or Deputy Chief.

NOW, THEREFORE, in consideration of the above and of the mutual covenants contained herein:

- 1. **PERMISSION:** The City agrees to let rider/observer participate in a “ride along”.
- 2. **PARENT OR LEGAL GUARDIAN:** If rider/observer is under 18 years of age, rider/observer’s parent or legal guardian must also sign and agree to the terms of this RELEASE, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT. The parent or legal guardian agrees that all provisions referring to rider/observer are to be interpreted as rider/observer and rider/observer’s parent or legal guardian.
- 3. **BINDING:** Rider/observer is signing this document with the express intention of binding rider/observers, rider/observer’s heirs, personal representatives, and assigns.
- 4. **INTERPRETATION:** This RELEASE, COVENANT NOT TO SUE, AND HOLD HARMLESS AGREEMENT is to be interpreted in the broadest sense possible in favor of the City of Grants Pass, its fire department personnel, officers, employees, agents, and representatives shall include but not be limited to death, disability, injury, and property damage.
- 5. **VOLUNTARY AND TRUTHFUL:** Rider/observer is signing this RELEASE, COVENANT NOT TO SUE, AND HOLD HARMLESS AGREEMENT as a voluntary act and deed and acknowledges that the representatives made herein by rider/observer are true.
- 6. **RELEASE AND INDEMNIFICATION:** Rider/observer does hereby agree to indemnify, release, save, protect, hold harmless, discharge, and covenant not to sue nor to institute any action of law or in equity against, the City of Grants Pass, Oregon, and all of its fire department personnel, officers, employees, agents, and representatives, for and from any and all claims, demands, actions, liabilities, judgments, and executions that rider/observer (or anyone claiming through or under rider/observer) ever had, now has, or may have in the future, known or unknown, which might or do arise from, are created by, or are a consequence of rider/observer’s participation in the ride along or sit-in, including, but not limited to; the arrival, preparation, and departure related to the ride along, whether in a City or personal vehicle, death, disability, injury, and property damage.

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- 7. **DEFENSE:** This RELEASE, COVENANT NOT TO SUE, AND HOLD HARMLESS AGREEMENT may be plead by the City of Grants Pass, and any fire department personnel, officer, employee, agent, and representative of the City of Grants Pass, as a complete defense to any claim, demand, action, judgment, execution, or proceeding that may be brought or instituted by rider/observer or by rider/observer's parents, guardians, heirs, personal representatives, legal representatives, and assigns.
- 8. **READ AND UNDERSTOOD:** Rider/observer's represents and confirms that rider/observer has carefully read and understood this document and understands that rider/observer is free to, and should, contact a private attorney if rider/observer has any questions concerning anything in this document or the advisability of signing this document.

\_\_\_\_\_ DATE \_\_\_\_\_  
(signature of rider/observer)

\_\_\_\_\_ DATE \_\_\_\_\_  
(signature of parent or legal guardian)

WITNESS TO SIGNATURE OF RIDER/OBSERVER, **AND** WITNESS TO SIGNATURE OF PARENT OR GUARDIAN IF RIDER/OBSERVER IS UNDER 18 YEARS OF AGE:

NAME (Please print): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (        ) \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_ DATE \_\_\_\_\_

**FOR OFFICIAL USE ONLY – PLEASE DO NOT WRITE BELOW THIS LINE**

**GRANTS PASS FIRE RESCUE SUPERVISOR:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EMPLOYEE ASSIGNED:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**DATE/TIME OF RIDE/OBSERVATION PERIOD** \_\_\_\_\_ **@** \_\_\_\_\_