



# WINDSOR SEVERANCE FIRE RESCUE

100 N. 7<sup>th</sup> Street • Windsor • Colorado • 80550  
970-686-2626

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## ***OBSERVER/STUDENT RELEASE OF LIABILITY***

Windsor Severance Fire Protection District (the “District”) is pleased to offer citizens the experience to work alongside our Windsor Severance Fire Rescue (“WSFR”) professionals.

You will be assigned to a station and apparatus to participate under the direction of the Battalion Chief or Lieutenant. You will be introduced to the crew members and will be given a safety briefing prior to responding to an emergency. You should dress appropriately for weather conditions and to ensure a professional appearance. At all times you must obey the instructions of the crew and may be asked to remain in the engine/ambulance in a dangerous situation such as a freeway traffic accident. You will be subjected to emergency medical scenes and all information must be kept confidential.

### ***RELEASE OF CLAIMS, INDEMNITY AGREEMENT AND COVENANT NOT TO SUE***

**WHEREAS I**, \_\_\_\_\_, not being a member of WSFR, have made a voluntary request to be an observer or student working alongside WSFR and its partner agencies in house in the station, as well as responding to the scene of emergencies on WSFR apparatus.

### **I DO HEREBY AGREE:**

- 1) That I am aware that the work of the District is inherently dangerous and that I may be subjected to the risk of death, personal injury or damage to my property by accompanying members of the District during the performance of their official duties and I freely, voluntarily and with such knowledge, assume the risk or risks associated with such activities, including but not limited to, death, personal injury, or property damage arising from or in any way connected with the use of fire and rescue vehicles used for fire and rescue purposes, breach of peace, fire, explosives, electrocution or the escape of hazardous substances, or the sustaining of injury in any other way while accompanying members of the District during the performance of their official duties.
- 2) That I do by present release the District, its officers, firefighters and employees from any and all liability, claims, demands, actions and causes of action which I may hereafter have on account of any and all injuries and damage to me or my property, or my death, arising out of or related to any happening or occurrence while I am accompanying any officer or firefighter of the District on duty or incident thereto, and for the same consideration, I promise to release, and covenant not to sue the said District and the said persons, and agree to forever hold them and each of them harmless from any such liability, claims, demands, actions or causes of action.
- 3) That, for myself, my heirs, personal representative, executors, administrators and assigns to defend, indemnify and covenant not to sue the District, its public officials, volunteers, and employees, and each of them, against any and all manner of actions, causes of action, suits, debts, claims, demands, damages or liability or expenses of every kind and nature incurred or arising by reason of any actual or claimed negligent or wrongful act or omission by me or by them while riding in any vehicle owned or operated by the District or while accompanying any member or members of the said District during the performance of their duties, or while in any other way participating in this ride along program including station chores, duties, training, physical exercise, or the like, or the use of any District facilities, equipment, supplies, devices, tools, exercise equipment, or the like.

WSFR February 4, 2022



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4) That this release shall be binding upon me, any of my heirs, executors, administrators, personal representatives, and assigns, and shall inure to the benefit of the said District, officers, and members herein designated, and their heirs, executors, administrators, personal representatives, assigns, and successors in office.

5) To the extent that any of the activities performed in relation to this release are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 ("HIPAA"), I hereby agree to abide by all rules, regulations and restrictions established by HIPAA, specifically those relating to disclosure of Personal Health Information.

I hereby represent that I have carefully read and understand the contents of this document and sign the same of my own freewill. If you are under the age of 18, a parent or legal guardian must also read and sign this form indicating their agreement with this form and permission for you to conduct the observation with WSFR.

### PLEASE READ THIS DOCUMENT IN FULL BEFORE SIGNING

Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

School Representative and Contact Number (If Applicable): \_\_\_\_\_

#### If Applicable:

Parent or Legal Guardian (please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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#### Office Use Only:

Shift

Assigned: \_\_\_\_\_

Battalion Chief

Approval: \_\_\_\_\_

Date/Time Ride Started: \_\_\_\_\_ Date/Time Ride Ended: \_\_\_\_\_