



Aptos/La Selva Fire Protection District

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AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE, WAIVER AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT

I _____, being the age of eighteen or older, have made a voluntary request of the Aptos/La Selva Fire Protection District ("District") to ride in a District vehicle and to accompany members of the District during the performance of their duties ("Ride-Along Program"). I do hereby agree as follows:

- 1) I am aware that the work of the District is inherently dangerous and that many of the situations in which the District provides service are unpredictable and uncontrollable due to conditions beyond the control of the District or its employees. I understand that I may be subjected to the risks of personal injury or death or property damage by participating in the Ride-Along Program. I, on behalf of myself, heirs and devisees freely, voluntarily, and with such knowledge assume all risks of personal injury, death, and property damage arising from, or in any way connected with, any acts or omissions or accidents by any persons, including a member or members of the District, or the condition of District equipment while I am participating in the Ride-Along Program or coming to or going from same. **Such acts or accidents could include, but are not limited to, automobile collision, fire, explosion, gas exposure, electrocution, the escape of radioactive substances, use of weapons, unlawful acts, assault, breach of the peace, or forcible resistance by suspected law violators.** I, on behalf of my heirs, devisees and assigns agree to release and hold harmless the District, its officers, employees, contractors, and agents, and any and all of their sureties, for all liability for injuries, death, and property damage arising from my involvement or participation in the Ride-Along Program. This release includes all liability arising from any act or omission, whether or not passive or active negligence, by any person including a member or members of the District, or arising out of strict liability. I further agree to defend, indemnify, and hold harmless the District from all liability, losses, claims, suits, or causes of action arising from any injury, disability, death, or property damage to the extent arising or resulting directly or indirectly from any act or omission by the District.
- 2) I understand that my participation in the Ride-Along Program is a matter of public record and will not be kept confidential, and that I may be required to testify in a court of law or other proceedings regarding matters occurring during my participation in the Ride-Along Program.
- 3) Unless prior approval is obtained in writing by the fire chief, video or still cameras, (including but not limited to cell phone cameras), tape recorders, other recording devices are prohibited and that I will not carry or use any such item while participating in the Ride-Along Program. Also, in certain circumstances I may be restricted from crime scenes.
- 4) I will keep confidential and not disclose the names, addresses, or identities of victims, witnesses, or any persons encountered while on the Ride-Along Program except by written permission of the fire chief.

I have carefully read this agreement and the attached "Rules For Ride-Alongs" and fully understand their contents. I am aware that this is a release of liability and a contract between the Aptos/La Selva Fire Protection District and myself, and that I voluntarily sign it of my own free will.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

I witnessed the above-named person receive, read and sign this agreement and that the person did so without any reservation or duress.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
CONFIDENTIALITY AGREEMENT**

The Health Insurance Portability and Accountability Act (HIPAA) and its regulations, the California Confidentiality of Medical Information Act and other federal and state laws and regulations were established to protect the confidentiality of medical and personal information, and provide, generally, that patient information may not be disclosed except as permitted or required by law or unless authorized by the patient. These medical privacy laws and regulations apply to all Aptos/La Selva Fire Protection District (APT) ride-along candidates, and volunteers.

CONFIDENTIALITY STATEMENT

As a participant in the ride-along program or volunteer with the Aptos/La Selva Fire Protection District, I understand that I may be encounter or work with confidential medical and other sensitive or private information. This information may include, but is not limited to, medical records, personnel information, ledgers, verbal discussions, and electronic communications including e-mail. I understand and acknowledge that HIPAA requires that I be trained on the requirements of HIPAA and the Aptos/La Selva Fire Protection District policies, procedures and guidelines relating to protection of confidential patient information, and I agree to obtain all required training before I access, use or disclose any confidential patient information. I acknowledge that it is my responsibility to respect the privacy and confidentiality of patient and other confidential information. I will not access, use or disclose patient or other confidential information unless I do so in the course and scope of fulfilling my duties as a ride-along participant or volunteer.

I understand and acknowledge that, should I breach any provision of this agreement, I may be subject to dismissal from the ride-along or volunteer program and may be exposed to civil or criminal liability.

Signature

Printed Name

Date