



# BERTHOUD FIRE PROTECTION DISTRICT

*To Serve. To Care. To Support.*

## RIDE ALONG RELEASE OF LIABILITY FORM AND CONFIDENTIALITY AGREEMENT

Name: \_\_\_\_\_  
(Last) (First) (Middle)

Birth Date: \_\_\_\_\_ Present Age: \_\_\_\_\_

Home Address: \_\_\_\_\_  
(Street/PO Box) (Apt. #) (City) (State) (Zip)

Email Address: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_  
(Name) (Phone)

Reason for requesting Ride Along: \_\_\_\_\_

### Age and Fitness:

By signing this document, I promise and represent that:

- a) I am at least 18 years of age; and,
- b) I am physically, mentally, and emotionally fit to participate in the ride-along and other District activities.

### Ride Along Request Date:

*Note: Participants are limited to two (2) ride-alongs per calendar year.*

Please provide (select dates that are at least two (2) weeks after the date of this request to allow adequate time to arrange your ride along with our crews):

Requested Date:

Alternate Date:

Alternate Date:

Requested Duration of Ride Along (between 9am and 5pm):

### Clothing and Compliance with District Safety Rules:

Appropriate attire must be worn, and it must be in good condition. Acceptable attire are pants, such as Dockers, a polo or button-down shirt, and closed toed shoes. Berthoud Fire Protection District ("**District**") may cancel the ride-along based on your appearance, attitude, or conduct. You must follow District safety rules. Failure to comply with the safety rules will be cause for termination of the ride-along or other District activities and may prohibit participation in any future District activities.

### Notice of Inherently Dangerous Activity:

Riding in a District apparatus or vehicle, participating in District activities, and/or accompanying District personnel is an inherently dangerous activity that can result in severe permanent injury or death, and can result in exposure to hazardous situations including, but not limited to, infectious diseases, medical illness, motor vehicle accidents, falls, dog bites, and hazardous materials exposure.



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## **Assumption of Risk:**

I, individually and on behalf of my family members, personal representatives, and heirs, have read and thoroughly understand the above **Notice of Inherently Dangerous Activity**, and assume all known or unknown risks that riding in a District apparatus or vehicle, participating in District activities, and/or accompanying District personnel can result in severe permanent injury or death, and/or exposure to hazardous situations including, but not limited to, infectious diseases, medical illness, motor vehicle accidents, falls, dog bites, and hazardous materials. exposure.

## **Release, Waiver, and Discharge of Liability:**

I, individually and on behalf of my family members, personal representatives, and heirs, hereby release, waive, and discharge the District and its officers, directors, employees, agents, volunteers, and representatives (collectively, the "District Parties") from all liability, causes of action under any theory at law or equity, claims, demands, damages, costs, and expenses, arising from or relating to any injury (including death or illness), damages to person or property, or exposure to hazardous situations incurred as a result of participating in one or more ride-alongs or other District activities. I understand that the District's insurance does *not* cover any aspect of my participating in a ride along or other District activity, and I expressly assume all responsibility for securing appropriate insurance coverage.

## **Confidentiality**

I understand the District provides confidential services to patients and that patients provide confidential personal information to the District in the course of receiving District services, that such information may exist in a variety of forms, including electronic, oral, written, or photographic formats, and that all such information is strictly confidential and protected from improper use and disclosure by federal and state laws, including the federal Health Insurance Portability And Accountability Act of 1996 ("HIPAA") and related regulations promulgated by the US Department of Health and Human Services. I understand that while riding on any District apparatus or vehicle, accompany District personnel, or participating in District activities I may receive, come in contact with, observe, hear, or otherwise learn of an individual's confidential personal information. I agree to comply with the District's confidentiality and security policies and procedures, and I will not disclose the confidential personal information to anyone. I understand that if I have any questions, I should ask the District personnel I accompany who have received training on the requirements of HIPAA.

## **Indemnification**

In consideration of being permitted to participate in riding in District apparatus or vehicles, accompanying District personnel, or participating in District activities, I agree to indemnify and defend the District, Thompson Valley Emergency Medical Services (TVEMS), the District Parties, and all other associated agencies from and against any loss, liability, damage, claim, cost or expense (including reasonable attorney's fees, costs, and expenses) of any kind or nature whatsoever resulting from riding in District apparatus or vehicles, accompanying District personnel, or participating in District activities. I agree that the District shall have sole discretion in selecting legal counsel even though I am solely responsible for the payment of the defense costs.

## **Governmental Immunity:**

Nothing herein limits the rights, privileges, immunities, defenses, limitations, benefits, and protections afforded the District and the District Parties under federal and state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*



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## **Additional Terms:**

Colorado law governs this document. This document states the entire agreement between the District and me, and there are no other oral or written agreements or understandings. This document may only be amended by another document signed by the District and me. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. This document shall inure to the benefit of the District and be binding on me, and my legal representatives, heirs, and assigns. This document shall not confer rights on any person or entity who has not signed this document. In any civil action or proceeding, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award. This document may be signed in several counterparts and by facsimile, electronic pdf, or webform, each of which shall constitute an original and all of which shall constitute one valid and binding instrument.

**I have read this Ride Along Release of Liability Form and Confidentiality Agreement and understand what this document says. By signing my name below, I hereby voluntarily accept the terms and conditions stated in this document.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date