

## **Release, Waiver of Liability, Hold Harmless and Assumption of Risk**

I, \_\_\_\_\_ (hereinafter referred to as “the undersigned”), am interested in allowing my minor child to participate as a volunteer in the South County Fire Department’s Explorer program. The undersigned declares, under penalty of perjury, that the undersigned is the parent or legal guardian of \_\_\_\_\_ (hereinafter referred to as “the minor”) who will be participating in the above-referenced program.

The undersigned hereby releases the South San Joaquin County Fire Department, City of Tracy, its employees, agents, officers, and joint powers authorities of which it is a member, from any and all claims, demands, rights and causes of action of any kind that the undersigned and the minor may have on account of, or in any way growing out of, participation in the program, including but not limited to, any practice or preparation for the program.

In the event of injury from participating in the program, or from participating in any practice or preparation for the program, the undersigned, on behalf of the minor, agrees to release and hold harmless the South San Joaquin County Fire Department, City of Tracy, its employees, agents, officers, and joint powers authorities of which it is a member, from any liability for bodily injury, personal injury, property damage, or for any worker's compensation benefits to which the minor might otherwise be entitled as an employee or covered volunteer, arising out of either the minor’s participation in the program or out of the minor’s participation in practice or preparation for the program. The undersigned further agrees to obtain medical treatment for any such injury or illness at his/her own expense.

Further, the undersigned, on behalf of the minor, agrees to indemnify and hold the South San Joaquin County Fire Department, City of Tracy, its employees, agents, officers, and joint powers authorities of which it is a member, harmless from any damages to person or property or liability for any and all claims, demands, rights and causes of action of any kind that may arise from the minor’s participation in the program and does hereby assume, on behalf of the minor, any risk of injury or death which may result from the minor’s participation in the program including but not limited to risk of injury or death from the following: participating in “ride-alongs” or training, riding on apparatus, climbing ladders, pulling hose, operating attack lines, using hand tools, operating power tools, wearing self-contained breathing apparatus (“SCBA”), wearing turnouts, using rope rescue equipment, participating in physical fitness training, responding to emergencies, assisting with equipment, rolling hose, washing equipment, assisting Incident Commander with non-essential tasks, setting up and operating rehabilitation, assisting with changing SCBA bottles, making hydrant connections, and performing all other duties assigned by the South San Joaquin County Fire Department, or Tracy Police Department staff, including but not limited to the Company Officer or Incident Commander.

The undersigned understands that the risks associated with the minor’s participation in the above referenced activities include but are not limited to smoke inhalation; broken bones; torn muscles; sprains; being cut by broken glass, metal and plastic; being struck by airborne debris; being placed in uncomfortable medical equipment or adjuncts; abrasions, falls; and being

extracted from vehicles in a manner that may twist or contort the minor's body when removed.

If any provision of this agreement is determined by an appropriate court of jurisdiction to be unenforceable, the remaining provisions herein are stipulated to be enforceable and binding.

**I, \_\_\_\_\_, am the parent/legal guardian of the minor volunteer named above. I have read the foregoing Release of Liability, Hold Harmless and Assumption of Risk and understand each of its provisions and the legal implications of such provisions and freely, voluntarily, and intelligently agree to same. I understand the potential risks inherent in participating in the above referenced Explorer program and have voluntarily agreed to accept responsibility, supervise the minor and allow him/her to participate. I have been afforded an opportunity to consult with counsel of my own choosing regarding this Release of Liability, Hold Harmless and Assumption of Risk prior to signing same.**

**This document must be signed by the parent and/or legal guardian of the minor volunteer(s).**

Executed this \_\_\_\_ day of \_\_\_\_\_, at Tracy, California.

**ADULT VOLUNTEER:  
(PARENT AND/OR LEGAL  
GUARDIAN OF MINOR)**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Witness: \_\_\_\_\_