

## CITY OF MANASSAS FIRE & RESCUE SYSTEM

### RIDE-ALONG PARTICIPATION AGREEMENT, NOTICE OF PRIVACY LAWS, RELEASE OF ALL CLAIMS AND ASSUMPTION OF THE RISK

WHEREAS, I, the undersigned, for my own personal education and benefit, request that the Manassas City Fire and Rescue System ("System") grant me permission to ride in Fire and/or Emergency Medical Service ("EMS") vehicles, participate in Fire and/or EMS training exercises, and participate in other fire and rescue related activities ("exercises"), and the System is willing to permit my participation because it serves important government functions such as public education and recruitment, I agree as follows:

I have been instructed in federal, state and local laws and regulations concerning emergency medical services, including the Health Insurance Portability and Accountability Act ("HIPAA") relating to patient confidentiality, and I agree to abide by such laws and regulations. As a participant in the System's Ride-Along Program, **I agree to safeguard the privacy and confidentiality of all patients and participants in these exercises.** I agree not to share or confirm any information regarding individual patients or their treatment, except with System personnel. This includes any information that could be used to identify these patients, such as by address, description, or otherwise. I understand that any disclosure of patient information in violation of HIPAA may subject me to civil and/or criminal penalties as prescribed by 42 USC §§ 1320d-5 and 1320d-6 or other law. Such penalties may include up to ten years in federal prison and up to \$50,000 per violation.

I acknowledge that **at all times I will remain under the direct supervision of Fire or EMS instructors** which may include System officials ("supervisor"). At all times I will display my identification and participant/student status. I agree to immediately notify my supervisor of any accident or injury to me, or any incident that causes me concern, and cooperate in providing information concerning same.

During and after these exercises and while in or around System premises and vehicles, I will remain under the instruction of my supervisor, and **I will abide by all instructions and restrictions imposed by the System and/or my supervisor** including but not limited to instructions as to how I should act and the use of equipment. I acknowledge that I may be asked to discontinue the exercises or required to leave the premises at any time for any reason and I agree to abide by such decision and the reason therefore need not be disclosed to me. I authorize the System to seek emergency medical treatment for me and to arrange for my transportation to a medical facility in the event of a medical emergency.

I have been instructed as to the nature of an EMS ride along and my participation in these exercises. I understand that each exercise requires a substantial degree of physical and psychological involvement and danger. I acknowledge that the System has taken all reasonable steps to prepare and train me and properly equip me for these exercises. However, I have been warned that despite reasonable efforts made to protect me, I could suffer serious bodily injuries, emotional and psychological trauma, personal injuries, death and/or property damage as a result of the exercises. Notwithstanding such warning, and with full and complete understanding of the risks and dangers the exercises involve, **I voluntarily assume full responsibility and risk** for any and all personal and bodily injuries, death and property damage that may result to me from my participation in the exercises, and the risk that such injuries and damage may become permanent or more extensive than is known, anticipated or expected, and I assume all risks inherent to these exercises.

**I certify that I am physically capable of safely participating in the program**, and I have taken all actions that I consider necessary to make this determination, including seeking the advice of and appropriate examinations by a qualified physician, and seeking any recommended vaccinations and health care. I agree to advise the System of any disability that may require accommodation and agree to cooperate with the System to determine whether an accommodation of such disability is reasonable.

In consideration of being allowed to participate in these exercises, I hereby waive, release and forever discharge the City of Manassas, the Manassas City Fire and Rescue System and its constituent entities, their officers, directors, employees, agents and volunteers (the "City") from any and all claims, liabilities, losses, damages, expenses, actions and causes of action of every nature and kind arising out of or relating in any way to the exercises. **I agree to indemnify and hold harmless the City** from any and all personal and bodily injuries, death and property damage, including cost of investigation, reasonable attorney's fees and cost of appeals, arising out of any such claims or suits because of any acts or omissions by me. I understand that any insurance or reinsurance related to my risks is solely my responsibility.

I acknowledge that, although I will be assigned duties as a ride-along, these duties and my participation in the ride-along program are not job-related activities for me. No worker's compensation, insurance, reimbursement or other benefits are available to me in the event of injury, death, property damage or other loss. No promise or inducement has been made to me for my agreement.

I certify that I am over eighteen (18) years of age and am mentally competent. This Release and Assumption of Risk is binding on all my heirs, executors, administrators, next of kin and assigns, and all persons who may claim by or through me.

**CAUTION: READ THE FOREGOING RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK BEFORE SIGNING. THIS DOCUMENT IS VALID UNLESS AND UNTIL REVOKED IN WRITING AND REVOCATION DELIVERED TO THE CHIEF OF THE CITY OF MANASSAS FIRE AND RESCUE DEPARTMENT.**

PARTICIPANT SIGNATURE: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Address \_\_\_\_\_

In emergency, you may contact \_\_\_\_\_  
Name Phone

WITNESS \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

DEPARTMENT CHIEF \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_