

**FIRE OPS 101**  
**WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT (“Agreement”)**

I, \_\_\_\_\_, in consideration of being permitted to participate in field training exercises known as FIRE OPS 101, which are further described in Paragraph 1 below, hereby acknowledge and agree as follows:

1. The field training exercises known as FIRE OPS 101 are taking place on August 7, 2019, from approximately 8:00 a.m. to 2:00 p.m. at the San Bernardino County Fire Protection District’s Richard Sewell Training Center located at 2824 West W Street in San Bernardino, California (hereinafter referred to as "program/activity"). The program/activity involves hands-on firefighting and rescue operations under the controlled supervision of professional firefighters and paramedics. The program/activity will demonstrate fire and emergency medical service operations, from participants such as myself suiting up in the proper protective gear to performing auto extrications to extinguishing fires. Each of the scenarios will give participants such as myself the opportunity to experience what firefighters and paramedics face on a daily basis. Live simulations offer the chance to see, feel, and use the same equipment and protective gear that are vital to firefighter safety. Participants such as myself may don self-contained breathing apparatus, battle a live fire, and learn to recognize and respond to fire behavior events, such as flashover. In addition, participants such as myself will learn about how firefighters and paramedics provide advanced life support to a victim of a heart attack and may engage in technical rescue operations. Finally, participants such as myself may experience the capabilities of the San Bernardino County Fire Protection District’s technical rescue (USAR) team and handle vehicle extrication equipment such as the Jaws of Life.
2. **I understand the nature of the activities I may perform while participating in the program/activity requires mental judgment and a high degree of physical fitness, agility, and dexterity, and that this may include strenuous exercise in varying environmental conditions (including, but not limited to, exposure to hot temperatures), which requires physical fitness, strength, and stamina. By signing this Agreement, I represent that I am qualified, in good health, and in proper physical condition to participate in the program/activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the program/activity. I also acknowledge and agree that if I have any questions about whether I am qualified, in good health, and in proper physical condition to participate in the program/activity, that it is my responsibility to consult a physician prior to participating in the program/activity.**
3. I understand fully that the program/activity involves the risk of injury, including serious bodily injury and death, which may be caused by my own or others’ actions or inactions, or those of others participating in the event, and I voluntarily and fully assume all risks relating to my participation in the program/activity. By assumption of all risks, I voluntarily waive any and all claims, actions, causes of action, damages, or demands, in law or equity, of every kind of character on account of personal injury or damage to me or my property and agree that the County of San Bernardino, the San Bernardino County Fire Protection District, IAFF Local 935, the IAFF, and their respective officers, directors, commissions, employees, agents and representatives (hereinafter collectively referred to as the “County”) shall not be liable for any claims, actions, causes of action, damages, or demands, in law or equity, of every kind of character on account of personal injury or damage to me or my property.
4. I understand the County will not provide medical or health insurance coverage to me during any aspect of my participation in the activity. I hereby represent and warrant that I am and will be covered throughout the activity by a policy of accident and health insurance that provides coverage for injuries I may sustain in the course of my participation in the program/activity. I

understand I may be required to show proof of insurance coverage prior to my participation in the program/activity.

5. I fully accept and assume all responsibility for losses, costs, and damages I incur as a result of my participation in the program/activity, and accordingly, I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, and hold harmless the County from any and all liability whatsoever for any and all damages, losses, cost, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses, and costs, including attorneys' fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the program/activity.
6. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the County from any and all liability, loss, damage or expense, including attorneys' fees, that the County or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of, occur during, or are in any way connected with my participation in the program/activity.
7. To the extent that I, individually, or my heirs, successors, assigns, or personal representatives bring a claim of any kind whatsoever against the County, I agree that this Agreement is to be construed under the laws of the State of California, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. Any claims or causes of action arising out of or related to this program/activity shall be tried exclusively in the courts of the State of California, San Bernardino District, or (if such claims are permitted by law) in the U.S. District Court, Central District of California located in Riverside, California.
8. I am 18 years of age or older.
9. **In signing this Agreement, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.**
10. I certify the information provided on this Waiver, Release and Indemnification Agreement is true and accurate.

\_\_\_\_\_  
Participant Name - Please Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Signature