



**NEWPORT BEACH FIRE DEPARTMENT
FIRE CADET (ADULT) RIDE-ALONG PROGRAM
PASSENGER WAIVER & RELEASE OF LIABILITY AGREEMENT
PATIENT RIGHT TO PRIVACY NOTICE**

THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT (hereinafter "Agreement") is made this _____ day of _____, 20____, and given to the City of Newport Beach (hereinafter "City") by , _____ (hereinafter "Passenger") and is made with reference to the following facts, the existence and materiality of which are agreed to by Passenger as follows:

RECITALS

- A. Passenger has requested permission to ride in a Newport Beach Fire Department vehicle and observe Fire Department personnel perform their duties (hereinafter "Ride-Along Program").
- B. Passenger has made this request to obtain the training and experience necessary to retain or acquire certificates and/or to observe and better understand the demands placed on Fire Department personnel during emergency situations.
- C. Passenger understands that there is a real and actual possibility of death or serious injury to Passenger while riding along with City personnel in the performance of their duties.
- D. City has no obligation to, and would not, allow Passenger to ride in a City vehicle or participate in the Ride-Along Program except for Passenger's agreement to waive and release certain rights as specified in this Agreement and Passenger's acknowledgment of the Patient's Right to Privacy Notice as set forth herein.

NOW, THEREFORE, Passenger agrees as follows:

- 1. Passenger acknowledges that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.
- 2. In consideration of permission to participate in the Ride-Along Program, Passenger acknowledges that:
 - a. Passenger's participation in the Program is completely voluntary.
 - b. Passenger is in good health, physically able to participate in the RideAlong Program without restrictions and has no medical condition that would or may cause participation to be potentially hazardous to his/her health.

- c. Failure to disclose a medical condition could terminate participation.
 - d. Participation in the Ride-Along Program is dangerous and contains the risk of personal injury, death, disability, property damage or loss (hereinafter "Damages").
 - e. The risks, hazards and dangers associated with Passenger's participation in the Program, include, but are not limited to, strenuous physical activity or exertion; striking or being struck, by objects or persons; slipping, falling or colliding with other passengers or other Department personnel; and exposure to heat, cold or humidity.
 - f. Such risks, hazards and dangers may result in injuries that include, but are not limited to, sprain, strain or tear of muscles or ligaments; fracture or dislocation of joints or bones; head or facial injuries; spinal cord or internal injuries.
 - g. Such risks, hazards and dangers are increased when other persons, whether or not of the same level of experience as Passenger, are present at the same time and/or using the same facilities as Passenger.
 - h. Passenger acknowledges the inherent and potential dangers of participating, voluntarily assumes all risk of personal injury or death which may be sustained while participating, and expressly waives liability for such risks and Damages as set forth below.
3. Passenger hereby, for himself/herself, his/her heirs, or anyone who might claim on his/her behalf, agrees not to bring any claim, and waives, releases and forever discharges the City of Newport Beach and all of its officers, agents, employees and volunteers from any and all duty to Passenger for Damages arising out of or in the course of Passenger's participation in the Ride-Along Program, including all liability for any active or passive negligence by the City and/or its officers, agents, employees and volunteers. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

4. PATIENT'S RIGHT TO PRIVACY NOTICE

Passenger expressly agrees to hold all patient information obtained while participating in the Ride-Along Program strictly confidential in accordance with the Health Insurance Portability and Accountability Act (HIPAA), as well as all other applicable federal and state laws. Passenger expressly agrees not to divulge any information regarding an incident or the medical care and treatment provided to a patient to any person outside of the Department.

5. This waiver and release shall be effective for that period of time that the Passenger is participating in the Ride-Along Program. Passenger's obligations regarding Patient's Right to Privacy shall survive indefinitely.
6. The laws of the State of California shall govern this Agreement.

I have read this entire Passenger Waiver and Release of Liability Agreement and Patient Right to Privacy Notice, understand it, agree to its terms, and agree to obey all rules and directions given to me by Fire Department personnel or other City personnel to ensure my own safety, while accompanying the Fire Department on the Ride-Along.

Observation Date: _____

Name: _____

Address: _____

City and State: _____

Signature: _____

Print Name: _____

SUPERVISOR/MANAGER

This Ride-Along complies with Department policy identified in Volume 1, C2, S8 Fire Cadet Ride-Along Program in the Nbfd Policy and Procedure Manual. I have discussed all provisions of the Ride-Along policy with the passenger and (he/she) understands and states compliance.

Name: _____ Date: _____

Signature: _____ Title: _____