

CAMBRIA CSD FIRE DEPARTMENT

Established 1887



CAMBRIA Community Emergency Response Team (CERT) Program

Hold Harmless, Waiver, Release, and Indemnity Agreement

I, _____, hereby request permission to participate in the Cambria Community Emergency Response Team training and program (CERT Program). I understand that this training will involve active physical participation, which includes a potential risk of personal injury and/or personal property damage. I make this request with full knowledge of the possibility of personal injury and/or personal property damage. Further, I have read and understand the CERT Program outline that describes all class sections and the associated activities.

For and in consideration of my participation in the CERT Program, I hereby voluntarily release, discharge, waive, and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death against the Cambria Community Services District (CCSD) or any of its respective officers, governing bodies, agents, servants or employees, whether the same shall arise by the negligence of any of said persons, or otherwise, occurring to me as a result of the participation in the CERT Program wherever, whenever, or however the same may occur.

I agree to indemnify, defend, and hold the CCSD and its officers, governing bodies, agents, employees, personnel, and volunteers, harmless from and against any and all claims, actions, suits, liability judgement and expenses for any injury or loss that I may suffer, or which may arise, as a result of my participation in the above-mentioned CERT Program. I will pay all costs incident to any claim, including, without limitation, attorneys' fees. I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I understand that personal safety is the foundation of the CERT Program and agree to follow the code of conduct, rules, and policies established by the CCSD, CERT leadership and instructors, and to exercise reasonable care at all times while participating in the CERT Program.

I understand that I can be administratively removed from the CERT Program at any time. Additionally, I authorize the use of my image, photographed in connection with my participation in the CERT Program, without prior approval or compensation.

By executing this hold harmless, waiver, release, and indemnity agreement I certify that I have read it in its entirety, understand all of its terms and have had any questions regarding this agreement or its effect satisfactory answered. I sign this hold harmless, waiver, release, and indemnity agreement freely and voluntarily.

Signature

Date

Emergency Contact Name

Emergency Contact Phone Number

Comments:

Instructor or Coordinator Signature

Date