

# Arvada Fire Protection District



## NOTICE OF DANGEROUS ACTIVITY COVENANT NOT TO SUE AND RELEASE

1. **Assumption of Risk.** I, the undersigned, am aware of the risks and dangers involved in accompanying one or more firefighters, agents, employees or representatives of the Arvada Fire Protection District (the "District") when on duty, including the risk of physical injury from falling or burning debris, explosions, defective vehicles and equipment, surrounding traffic, and the unpredictable conduct of third parties. I am further aware that other unanticipated and unexpected dangers may arise during the time I accompany one or more firefighters, agents, employees or representatives of the District when on duty. I do hereby voluntarily assume all risk of loss, damage or injury to me or my property, including death, which may be sustained while, or incidental to, accompanying one or more firefighters, agents, employees or representatives of the District while on duty.
2. **Covenant Not to Sue/Release.** I, the undersigned, am desirous of accompanying one or more of the firefighters, agents, employees or representatives of the District while performing duties for the District. The District has agreed to allow me to accompany one or more firefighters, agents, employees or representatives of the District while in the performance of duties for the District, upon the following terms and conditions, to which I voluntarily agree to be bound. I hereby voluntarily release the District, its officers, directors, firefighters, employees, agents and representatives from any and all liability, claims, demands, actions or causes of action whatsoever, which I may hereafter have, or claim to have, on account of any and all injuries, losses or damages to me or to my property, or on account of my death, arising out of or related to any happening or occurrence while I am accompanying any firefighter, agent, employee or representative of the District in the performance of duties or incidental thereto. I hereby release and covenant not to sue the District, and the firefighters, agents, employees, officers, directors and representatives of the District, and agree to forever hold each of them harmless from any liability, claims, demands, actions or causes of actions which may arise from, or in any manner relate to, my accompanying one or more firefighters, employees, agents or representatives of the District in the performance of duties for the District
3. **Scope.** The assumption of risk and covenant not to force and effect on the date set forth below. The terms of this Agreement are continuing, and shall also apply to any other occasion when I may hereafter accompany any firefighter, agent, employee or representative of the District in the performance of duties for the District.
4. **Certification of Voluntary Action.** I certify that my participation in accompanying the firefighters, agents, employees or representatives of the District is voluntary, and that I am not in any way the employee or agent of the Arvada Fire Protection District.

5. **Binding Effect.** This release and agreement shall be binding upon me and my heirs, executors, administrators, personal representatives and assigns, and shall insure to the benefit of the Arvada Fire Protection District, its officers, agents, employees, directors and representatives, assigns and successors in office.

6. **Date of Activity and type-** \_\_\_\_\_

I have read and understand this Notice of Dangerous Activity, Covenant Not to Sue and Release.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_.

Name \_\_\_\_\_ Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Legal Guardian must sign if person is under 18 yrs of age-

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Occupation \_\_\_\_\_ Telephone \_\_\_\_\_

AFPD Officer \_\_\_\_\_ Station \_\_\_\_\_ Date/Time \_\_\_\_\_