

**BALTIMORE CITY FIRE DEPARTMENT  
WAIVER AND RELEASE OF LIABILITY**

I have voluntarily applied to participate in the following activities:

**Observer on emergency medical services unit**

(provide a brief description, including date, location and duration of activities to be performed)

- I WILL COMPLY WITH ALL BCFD RULES, DIRECTIVES AND INSTRUCTIONS OF BCFD PERSONNEL WHILE PARTICIPATING IN THE ACTIVITIES DESCRIBED IN THIS FORM.
- I KNOW THAT THESE ACTIVITIES MAY BE HAZARDOUS.
- I KNOW THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED.
- I AM PARTICIPATING IN THESE ACTIVITIES VOLUNTARILY.
- I ASSUME ALL RISKS TO ME FROM PARTICIPATING IN THESE ACTIVITIES.
- THESE RISKS INCLUDE INJURY TO MY BODY, DEATH, OR INJURY TO MY PROPERTY AND OTHER RISKS EVEN IF I DO NOT KNOW ABOUT THEM.

As consideration for the Mayor and City Council of Baltimore (City) permitting me to participate in these activities, I forever release the City, the State, any City or State affiliated organization, and their respective agencies and departments, elected/appointed officials, directors, officers, employees, volunteers, agents, contractors, and representatives ( each a "Released Entity") from any and all actions, claims, or demands, damages, causes of action or suits, at law and in equity, that I, my executors, assignees, administrators, heirs, distributees, guardians, next of kin, spouse, and legal or personal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Released Entity, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities.

I agree to indemnify, save, defend and hold harmless the City from any claims or liabilities of third persons resulting from any direct or indirect action or omission by me in connection with my participating in the activities.

I agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Released Entity in connection with any of the matters covered by the release above.

I agree not to publish any materials developed as a result of my experience that have not been approved for release, in writing, by BCFD.

I authorize photographs and recordings to be taken of me while participating in these activities and to be used by the City.

- I HAVE READ THIS AGREEMENT CAREFULLY OR SOMEONE HAS READ IT TO ME.
- I FULLY UNDERSTAND ITS CONTENTS.
- I HAVE HAD TIME TO THINK ABOUT WHAT THIS RELEASE MEANS.
- I KNOW THAT I AM GIVING UP A LEGAL RIGHT.
- I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE CITY AND ME.
- I KNOW I HAVE THE RIGHT TO TALK TO AN ATTORNEY BEFORE SIGNING THIS RELEASE.

**BY SIGNING BELOW, THE PARTICIPANT CONFIRMS HE/SHE HAS READ THE ABOVE STATEMENT AND UNDERSTANDS THAT IT IS A CONSENT AND RELEASE OF LIABILITY AND THAT BY EXECUTING THIS RELEASE SPECIFIC AND IMPORTANT RIGHTS ARE BEING WAIVED AND THE PARTICIPANT FULLY ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONSENT, WAIVER AND RELEASE.**

The Participant further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned (other than the consideration stated above).

Executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in Baltimore, Maryland.

**PRINT NAME OF INSTITUTION & PARTICIPANT’S NAME**

\_\_\_\_\_  
PARTICIPANT’S Signature

\_\_\_\_\_  
PARTICIPANT’S Address

*For BCFD employee(s) only:  
ATTACH THIS FORM TO A SPECIAL REPORT  
FORWARD COPIES TO:  
1.) BCFD Shift Commanders’ Office (SCO)  
2.) BCFD Legal Counsel, Headquarters  
3.) BCFD Company Officer  
AND RETAIN COPY FOR YOUR FILE*