

## RIDE ALONG PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF HASTINGS, NEBRASKA, and HASTINGS FIRE & RESCUE, AND, \_\_\_\_\_ of \_\_\_\_\_ Nebraska, an individual interested in participating in the daily activities of Hastings Fire & Rescue. This agreement will be in effect from \_\_\_\_\_.

### RECITALS

In Support of their agreement, the parties hereby state and recite as follows:

- A. The City of Hastings, by and through Hastings Fire & Rescue, conducts a training program known as the "RIDE ALONG PROGRAM," which provides a unique training opportunity to individuals outside of the department.
- B. In order to set forth the agreement of the Parties and their respective responsibilities in connection with the individual's participation in the RIDE ALONG PROGRAM and in consideration of the mutual promises and obligations provided for herein, the parties hereby state and agree as follows:

**1. Program.** Hastings Fire & Rescue hereby agrees to accept the individual into the RIDE ALONG PROGRAM, which shall allow the Individual to actively participate in the day-to-day activities of Hastings Fire & Rescue. Hastings Fire & Rescue shall be solely responsible for the implementation and operation of the RIDE ALONG PROGRAM. The individual shall report for duty to Hastings Fire & Rescue at mutually agreeable times and locations. Upon reporting for duty, the individual shall perform such duties, tasks, jobs and/or assignments as directed by the presiding officer of Hastings Fire & Rescue at the location where the individual so reports. In the event that said officer determines it is necessary, the individual's participation in the RIDE ALONG PROGRAM may be terminated at any time, for any reason(s), in the sole discretion of said officer. At no time shall the individual be required to perform any duties, tasks, jobs, and/or assignments that fall outside the normal functions of Hastings Fire & Rescue. The duties, tasks, jobs, and/or assignments to which the individual may be assigned include, but are not limited to: participation in mandatory or other training, responding to emergency calls, standing in readiness, preparing and/or repairing equipment, participating in community or other educational programs, and performing inspections.

**2. Voluntary Participation; Status.** It is expressly understood and agreed that the individual's participation in the RIDE ALONG PROGRAM is strictly voluntary and that their participation may be terminated at any time. At no time shall the individual be deemed an employee of Hastings Fire & Rescue. The individual's participation in the RIDE ALONG PROGRAM is primarily for the benefit of them.

**3. Insurance.** The individual agrees to maintain such insurance as will fully protect Hastings Fire & Rescue and themselves from any and all claims of whatsoever kind or nature for the damage to property or for personal injury, including death, made by anyone, including the individual, his or her heirs and/or assigns, due to the individual's participation in the RIDE ALONG PROGRAM and actions taken by anyone pursuant to this Agreement, either by the Parties or anyone directly or indirectly engaged or employed by any of them.

**4. Release, Waiver and Indemnification.** The individual hereby releases, waives and discharges Hastings Fire & Rescue, its officers, members, employees, agents and representatives from all liability to the individual, parents, spouses, agents, heirs, legal representatives, and assigns, for any and all loss or damage, and any claim for damages resulting from the individual's participation in the RIDE ALONG PROGRAM, on account of injury to property or person(s), even an injury resulting in the death of any person, including the individual, whether caused by negligence of Hastings Fire & Rescue, its officers, members, employees, agents, representatives, or otherwise, while the individual participates in the RIDE ALONG PROGRAM.

The individual agrees to indemnify Hastings Fire & Rescue, its officers, members, employees, agents and representatives from any loss, liability, damage or cost they may incur due to their participation in the RIDE ALONG PROGRAM, whether such loss, liability, damage, or cost is incurred or caused by Hastings Fire & Rescue or otherwise.

The individual hereby assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of any persons while participating in the RIDE ALONG PROGRAM.

The individual expressly agrees and states that this release, waiver, and indemnification agreement set forth herein is intended to be as broad and inclusive as permitted by applicable federal, state, or local laws, and that if any portion hereof is held invalid, it is agreed that the balance shall continue in full force and effect.

**5. Warranties of Hastings Fire & Rescue.** Hastings Fire & Rescue expressly represents and warrants that:

A. The RIDE ALONG PROGRAM shall be conducted in accordance with applicable federal and state laws, rules, and regulations;

B. Hastings Fire & Rescue is a duly authorized department of the City of Hastings, Nebraska, organized for the purposes of providing fire protection services within and around the City of Hastings, Nebraska; and

C. Hastings Fire & Rescue shall provide all equipment, supplies, and other necessary materials for the individual's participation in the RIDE ALONG PROGRAM, except those items which Hastings Fire & Rescue shall expressly require the individual to provide.

**6. Warranties by the Individual.** The individual expressly represents and warrants that:

A. They have read this Agreement, including Paragraph 4 above setting forth the release, waiver and indemnification, and state that their execution of this Agreement is done with their full understanding of its contents, and is done freely and voluntarily;

B. Individual is at least eighteen (18) years of age.

**7. Entire Agreement.** This Agreement represents the entire agreement of the parties, supersedes all agreements previously made between the parties, and there are no other agreements or understandings between them.

**8. Non-Waiver.** No delay or failure by a party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless expressly provided herein.

**9. Amendments.** This Agreement can be amended only by an instrument in writing signed by each party or the surviving parties hereto and the personal representative of the estate of any deceased party still having an interest herein.

HASTINGS FIRE & RESCUE  
1313 NORTH HASTINGS AVENUE  
HASTINGS, NEBRASKA 68901

INDIVIDUAL

\_\_\_\_\_  
Brad Starling  
Fire Chief

\_\_\_\_\_  
Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent – if under 19 years of age

\_\_\_\_\_  
Date