

RIDE ALONG/JOB SHADOW 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 sixteen (16) 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

Troy Vorderstrasse
Fire Chief

Individual

Date

Date

Parent – if under 19 years of age

Date



Confidentiality Agreement

Hastings Fire & Rescue has a legal and ethical responsibility to safeguard the privacy of its patients and to protect the confidentiality of their health information.

In the course of my ride time at Hastings Fire & Rescue, I may come into possession of confidential patient information, even though I may not be directly involved in providing patient care. I understand that such information must be maintained in the strictest confidence. As a condition of my ride time, I hereby agree that, unless directed by my supervisor, I will not at any time during or after my ride time with Hastings Fire & Rescue, disclose any patient information to any person whatsoever or permit any person whatsoever to examine or make copies of any patient reports or other documents prepared by me, coming into my possession, or under my control, or use patient information, other than as necessary in the course of my ride time. When patient information must be discussed with other healthcare practitioners in the course of my ride time, I will take reasonable precautions to ensure that others, who are not involved in the patient's care, cannot overhear such conversations.

I understand that violation of this agreement may result in corrective action. I understand that I may be personally liable, under state and federal laws, for any breach of patient confidentiality and may also be held criminally liable under HIPPA privacy regulations for intentional and malicious release of individually identifiable health information. I hereby hold Hastings Fire & Rescue and all of its affiliates, employees, and agents harmless for any such breach.

Signature

Date

Witness Signature

Date

Drug and Alcohol Agreement

All ride time participants are prohibited from using, possessing, distributing, and being impaired or intoxicated by drugs or alcohol while at Hastings Fire & Rescue. Participants will be prohibited from riding with an alcohol concentration of 0.02 or greater. No supervisor having actual knowledge that a participant has an alcohol concentration of 0.02 or greater shall permit the participant to participate in ride time. Ride time participants will be prohibited from using alcohol within four hours prior to participating in ride time. No supervisor having actual knowledge that a participant has used alcohol within four hours prior to riding shall permit that participant to ride along.

Prescription and over-the counter medications are not prohibited when taken in recommended dosage and/or according to a physician's direction or recommendation. Any participant taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of a participant, any employee, the public or adversely affects the ability of the participant to reasonably perform his/her duties, it is the participant's responsibility to notify the Central Community College Representative in charge of ride time and the Hastings Fire & Rescue on-duty supervisor.

Signature

Date

Witness Signature

Date

1313 North Hastings Avenue, Hastings NE 68901

Phone 402-461-2350 Fax 402-461-2358

hfd@hastingsfire.org www.hastingsfire.org

Any Problem, Any Time, Any Where