

# AGREEMENT OF UNDERSTANDING

## Regarding Neighborhood Emergency Response Team Training Members

- 1) The San Francisco Fire Department has organized a program for the training of Neighborhood Emergency Response Team members, to be held on \_\_\_\_\_. The training will be at \_\_\_\_\_.
- 2) The Neighborhood Emergency Response Team training program is a cooperative activity in which all participants must work together to help make the program safe and successful.
- 3) The Neighborhood Emergency Response Team training program will take place in both indoor and outdoor settings. The program's training is accomplished primarily in a classroom setting, although some training in the use of fire equipment may take place outdoor. The training program will involve some physical activity, such as training with fire extinguishing equipment. Neighborhood Emergency Response Team members will not be intentionally exposed to fire or other dangerous situations during their training.
- 4) The training programs will also involve classroom instruction in the areas of Fire Suppression, First Aid, Search and Rescue techniques and procedures in organizing Neighborhood Emergency Response Teams to aid and assist the San Francisco Fire Department in times of crisis.
- 5) Participants have the absolute right to choose to not do any activity, although they will be encouraged to attempt and/or complete the activities by the leaders and other participants.
- 6) While participating in Neighborhood Emergency Response Team training, participants may face dangers from: fire equipment malfunction or misuse; being injured by other participants during an event; variable weather conditions; and irregular and natural terrain.
- 7) The San Francisco Fire Department and its agents will do their best to help make this a positive experience which will emphasize teamwork, cooperation, and community service in overcoming difficult emergency situations and will provide participants with the opportunity to learn more about how their efforts can help aid and protect lives and property in times of disaster or other emergency crisis.

I fully realize the dangers of participating in a program of this type and voluntarily assume all the risks associated with such participation. I understand the risks including, by way of example and not limitation, the following: accidents that may occur while traveling in vehicles to and from the Neighborhood Emergency Response Team training program including provided for transportation, car pools, bicycles, and walking; the dangers listed in (6) above; and the possibility of serious physical injury, pain, mental trauma, or death.

Despite these potential dangers and risks, I will participate.

In consideration for the acceptance of my application for participation in the Neighborhood Emergency Response Team training Program, I HEREBY WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH WHICH I MAY HAVE, OR WHICH MAY HEREAFTER ACCRUE TO ME, OR TO PAY HEIRS OR ASSIGNS, AS A RESULT OF MY PARTICIPATION IN THE NEIGHBORHOOD EMERGENCY RESPONSE TEAM TRAINING PROGRAM.

THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT IS INTENDED TO DISCHARGE AND RELEASE, IN ADVANCE, the San Francisco Fire Department, their agents, and the City and County of San Francisco, its agents or employees FROM AND AGAINST ANY AND ALL LIABILITY ARISING OUT OF, OR CONNECTED IN ANY WAY WITH, MY PARTICIPATION IN THE NEIGHBORHOOD EMERGENCY RESPONSE TEAM TRAINING PROGRAM EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF THE PERSONS OR ENTITIES MENTIONED ABOVE AND HEREIN RELEASED.

It is further understood and agreed that this Release, Waiver of Liability, and Indemnity Agreement is to be burdening on me and my heirs and assigns.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY FOR NEGLIGENCE AND A CONTRACT BETWEEN MYSELF AND THE SAN FRANCISCO FIRE DEPARTMENT AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

PARENT OR LEGAL GUARDIAN MUST SIGN FOR PARTICIPANTS UNDER 18 YEARS OLD. PROOF OF AGE REQUIRED.

DATE: \_\_\_\_\_  
\_\_\_\_\_ Print Name / Signature of Participant

DATE: \_\_\_\_\_  
\_\_\_\_\_ Print Name / Signature of Witness

DATE: \_\_\_\_\_  
\_\_\_\_\_ Print Name / Signature of parent or legal guardian  
(if participant is under age 18)