

## Appendix B



### NEWPORT BEACH FIRE DEPARTMENT RIDE-ALONG PROGRAM PASSENGER WAIVER AND RELEASE OF LIABILITY AGREEMENT PATIENT RIGHT TO PRIVACY NOTICE

This WAIVER AND RELEASE OF LIABILITY AGREEMENT (hereinafter "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and given to the City of Newport Beach (hereinafter "City") by \_\_\_\_\_, (hereinafter "Passenger") and is made with reference to the following facts, the existence, and materiality of which are agreed to by Passenger as follows:

#### RECITALS

- A. Passenger has requested permission to ride in a Newport Beach Fire Department vehicle and observe Fire Department personnel perform their duties (hereinafter "Program").
- B. Passenger has made this request to obtain the training and experience necessary to retain or acquire certificates and/or to observe and better understand the demands placed on Fire Department personnel during emergency situations.
- C. Passenger understands that there is a real and actual possibility of death or serious injury to Passenger while riding along with City personnel in the performance of their duties.
- D. City has no obligation to, and would not, allow Passenger to ride in a City vehicle or participate in the Ride-Along Program except for Passenger's agreement to waive and release certain rights as specified in this Agreement and Passenger's acknowledgment of the Patient's Right to Privacy Notice as set forth herein.

NOW, THEREFORE, Passenger agrees as follows:

- A. Passenger acknowledges that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.
- B. In consideration of permission to participate in the Program, Passenger acknowledges that:
  1. Passenger participation in the Program is voluntary.
  2. Passenger is in good health, physically able to participate in the Program without restrictions and has no medical condition that would or may cause participation to be potentially hazardous to their health.
  3. Failure to disclose a medical condition could terminate participation.
  4. Participation in the Program is dangerous and contains the risk of personal injury, death, disability, property damage or loss (hereinafter "Damages").
  5. The risks, hazards, and dangers associated with Passenger participation in the Program, include, but are not limited to, strenuous physical activity or exertion; striking or being struck by objects or persons; slipping, falling, or colliding with other passengers or other Department personnel; and exposure to heat, cold, or humidity.
  6. Such risks, hazards, and dangers may result in injuries that include, but are not limited to, sprain, strain, or tear of muscles or ligaments; fracture or dislocation of joints or bones; head or facial injuries; spinal cord or internal injuries.
    - 6a. The ride along may be video recorded for Department use and training. Passenger agrees to being recorded and allows the Department to use said recording.

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7. Such risks, hazards, and dangers are increased when other persons, whether or not of the same level of experience as Passenger, are present at the same time and/or using the same facilities as Passenger.
  8. Passenger acknowledges the inherent and potential dangers of participating, voluntarily assumes all risk of personal injury or death, which may be sustained while participating, and expressly waives liability for such risks and Damages as set forth below.
- C. Passenger hereby, for themselves, their heirs, or anyone who might claim on their behalf, agrees not to bring any claim, and waives, releases, and forever discharges the City of Newport Beach and all of its officers, agents, employees, and volunteers from any and all duty to Passenger for Damages arising out of or in the course of Passenger's participation in the Program, including all liability for any active or passive negligence by the City and/or its officers, agents, employees, and volunteers. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.
- D. **PATIENT'S RIGHT TO PRIVACY NOTICE**
- Passenger expressly agrees to hold all patient information obtained while participating in the Program strictly confidential in accordance with the Health Insurance Portability and Accountability Act (HIPAA), as well as all other applicable federal and state laws. Passenger expressly agrees not to divulge any information regarding an incident or the medical care and treatment provided to a patient to any person outside of the Department.
- E. This waiver and release shall be effective for that period of time that the Passenger is participating in the Program. Passenger obligations regarding Patient's Right to Privacy shall survive indefinitely.
- F. The laws of the State of California shall govern this Agreement.

I have read this entire Passenger Waiver and Release of Liability Agreement and Patient Right to Privacy Notice, understand it, agree to its terms, and agree to obey all rules and directions given to me by Fire Department personnel or other City personnel to ensure my own safety, while accompanying the Fire Department on the Ride-Along.

Name: \_\_\_\_\_ Observation Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Signature: \_\_\_\_\_

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**ADMINISTRATIVE OFFICE**

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This ride-along complies with policy V1.C2.S06: Ride-Along Program in the NBFDP Policy and Procedure Manual. I have discussed all provisions of the Policy and this Agreement with the Passenger and they understand and state compliance.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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**ADDENDUM FOR COVID**

COVID protocols as mandated by the State, County of Orange, OSHA, and/or the City's Human Resources Department shall be adhered to by Passenger including, but not limited to the following:

- A mask covering the nose and mouth shall be worn at all times (while in a vehicle, at a station, when in the presence of a patient).
- Social distancing shall be maintained when not in a vehicle.
- Provide notification to the Fire Department if COVID related symptoms develop within 72 hours after participating in the Ride Along.

Signature Acknowledging Addendum: \_\_\_\_\_