



City of Batavia

Our essential mission is to professionally protect and preserve life, property, and the environment and to minimize loss, suffering, and damage in our community and to our citizens through community partnerships, proactive prevention and education efforts, and high quality and timely response.

REQUEST AND RELEASE

Name: _____

Date of Birth: _____

Address: _____

City/State/Zip: _____

Phone Number: () _____

I hereby request permission to accompany the City of Batavia Fire Department/Officers, Firefighters and/or EMT personnel (hereinafter referred to as "fire department personnel") on (dates) _____ at _____ a.m./p.m. for the purpose of _____

I agree to adhere to the limitations set forth in this request and that I will follow each and every order, request or direction given to me by any authorized fire department/law enforcement official during the period set forth by this agreement.

I will not assist or attempt to assist at scenes of emergencies to which I might respond while operating under the terms of this agreement and I will, at all times, position myself so as to avoid interfering with the activities of fire department personnel unless specifically authorized by a separate written instrument approved by the City of Batavia Fire Department. If applicable, **WHILE RIDING IN FIRE DEPARTMENT VEHICLES I WILL, AT ALL TIMES, REMAIN SEATED, WEARING A SEATBELT.**

I will at all times readily identify myself as an observer if questioned by police and/or fire officials.

Unless otherwise authorized, I will present a copy of this agreement to the appropriate fire department officer at least 24 hours prior to beginning my ride along or to any police or fire official upon request.

I understand that any failure on my part to abide by this agreement may result in the immediate cancellation of these privileges and I will be returned to the point or place of my departure as soon as practical thereafter.

I understand that if I am less than 18 years old, at the time of my participation with the City of Batavia Fire Department, my parent or guardian must also approve and agree to all the terms of this Agreement.

NOTICE AND ASSUMPTION OF RISK

The City of Batavia Fire Department operates motor vehicles, emergency vehicles and equipment in its day to day governmental activities. There are inherent risks to passengers in any motor vehicle, including those operated by the City of Batavia Fire Department. The undersigned assumes the risks and dangers whether seen, or unforeseen, or unforeseeable, while a passenger or while participating, viewing, observing or riding in said emergency equipment or vehicles, or while at the scene of any place, incident, or event to which said emergency vehicle responds. Such emergency vehicle may be operated at excessive speeds, through traffic control signs or devices which, but for the fact that said vehicle is lawfully excepted therefrom, would be in violation of the laws of the State of New York. Said vehicle may be called to be operated to, from and at non-hazardous or hazardous sites, and under hazardous or non-hazardous conditions and releasor's presence at such sites or in or around such vehicles including the operation thereof involves inherently dangerous risks including serious physical injury or death. Releasor acknowledges said risks and releases the City of Batavia, the City of Batavia Fire Department, its agents and employees for such occurrences as well as from physical injury, death or other damage which may result at the location or scene to which the City of Batavia Fire Department may respond or during emergency or non-emergency operations of any vehicle which the City of Batavia Fire Department may operate.

CONFIDENTIALITY

The undersigned acknowledges that he/she may observe and/or participate (pursuant to separate written authorization) in patient interactions or communications with City of Batavia Fire Department personnel. The undersigned further acknowledges and agrees that he/she shall keep all such interactions and communications strictly confidential and he/she shall not disclose to anyone, under any circumstances, any information obtained by him/her unless legally authorized to do so.

CONSIDERATION AND RELEASE

I, or my parent's or guardian, as may be appropriate, acknowledge that the operation and control of City vehicles is reserved exclusively for the provision of governmental services and functions. The City is not required to offer gratuitous tours, rides or viewing of City premises, equipment or vehicles. I have requested that the City of Batavia Fire Department allow me participate in the activities of the City of Batavia Fire Department (pursuant to an approved course of study); to be a passenger in or to review or tour certain premises, sites or emergency equipment or vehicles on the dates set forth herein. The City of Batavia Fire Department has agreed to allow me to participate in, or be a passenger in the City's vehicles, or to be present at scenes or locations to which said vehicles respond to or from and/or to review the activities and operations of the City of Batavia Fire Department personnel. In consideration of this request, I agree to execute and be bound by the terms of this Release; which Release specifically and unequivocally includes a release of liability for any and all acts or omissions or other negligence on the part of the City of Batavia Fire Department personnel, their agents or employees in the preparation, maintenance, selection, operation, driving or other use of any City vehicle, premises, location or scene to which said Fire Department personnel may respond, as well as in the use of any equipment and/or in the presence of other hazards, facts or occurrences, whether foreseen or unforeseen, which may occur while the undersigned is operating under this agreement.

I, my parent or guardian, in consideration of being allowed to participate in the activities of the City of Batavia Fire Department, as set forth herein, hereby release and discharge the City of Batavia, the City of Batavia Fire Department, its employees, agents and assigns from all actions, causes of action, suits, debts, dues, sums of money, controversies, agreement, promises,

damages, judgment, claims and demands whatsoever, including negligence, in law or in equity, which I, my heirs, executors, administrators, successors and assigns may have now or hereafter obtain for or upon any reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of the completion of the activities involving the City of Batavia as set forth herein.

I, my parent or guardian, as may be appropriate, further agree that if any of the foregoing provisions are void or illegal that the remainder of said request, release, waiver and assumption of risk, shall remain valid and enforceable.

PERSON REQUESTING RIDE ALONG
(IF PERSON REQUESTING RIDE ALONG
IS 18 YEARS OLD AND OLDER)

Sworn to before me this
_____ Day of _____, 20_____

Notary Public

PARENT OR GUARDIAN
(IF PERSON REQUESTING RIDE ALONG
IS LESS THAN 18 YEARS OLD)

WITNESS TO PARENT/GUARDIAN

STUDENT'S SUPERVISOR
(where applicable)