

**EAST LAKE TARPON SPECIAL FIRE CONTROL DISTRICT
HOLD HARMLESS AGREEMENT AND RELEASE
FOR DISTRICT ACTIVITIES AND APPARATUS**

WHEREAS I, _____ (print full legal name) desire to participate in fire department activities provided by EAST LAKE TARPON SPECIAL FIRE CONTROL DISTRICT (ELTSFCD); and

WHEREAS, I desire to participate in said fire department activities, and acknowledge that I may be subject to danger and risk; and

WHEREAS, I am willing to participate in said fire department activities and agree to hold EAST LAKE TARPON SPECIAL FIRE CONTROL DISTRICT (ELTSFCD) harmless.

NOW, THEREFORE, I agree as follows:

1. To the extent permitted by law, I agree to indemnify, hold harmless and defend ELTSFCD members, officers, employees and agents of, from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries, property damage, including loss of use, or equitable relief, including but not limited to injunctive relief or declaratory judgment relief caused by the negligent or deliberate act or omission of myself or anyone else for who my acts may be liable. My liability hereunder shall include all attorneys' fees and costs incurred by ELTSFCD in the enforcement of this indemnification provision. This provision includes claims made by myself, my family, colleagues, peers, friends, etc. against ELTSFCD.

2. I hereby release and discharge ELTSFCD, it owners, officers, employees and agents (hereinafter, collectively "Releasees" and individually "Releasee") from, and waive with respect to each Releasee, and covenants not to sue any Releasee for any and all liabilities, damages and expenses, including but not limited to attorney's fees, of any nature whatsoever arising from my participation.

3. I acknowledge that I have had a full opportunity to review this Hold Harmless Agreement and Release, have read and understand this Release, and have the opportunity for this Hold Harmless Agreement and Release to be reviewed by my attorney if desired. I further acknowledge and represent that I, the undersigned have full authority to execute this Hold Harmless Agreement and Release, and I am bound by this Hold Harmless Agreement and Release.

4. I agree not to release any confidential HIPPA information obtained from my observations which protects the disclosure of any patient's medical information including but not limited to; name, age, gender, medical history, medications, nature of injury, home address, home or cellular phone number, medical facility destination. I understand release of confidential information to any news media, friends, family, peers, co-workers, public or social media outlets may result in criminal and civil penalties with the full support of ELTSPCD. If I am in doubt about what I can disclose I will contact ELTSFCD for further guidance.

5. I agree to wear a seatbelt at all times while riding on any ELTSFCD vehicle and to follow all safety policies as provided by ELTSFCD personnel.

HOLD HARMLESS AGREEMENT AND RELEASE – Page 2

6. I agree that while on ELTSFCD property, in an ELTSFCD apparatus or on an emergency or non-emergency incident, I shall follow all directions given by ELTSPCD personnel unless the direction is unlawful.

7. I agree to wear only the appropriate business attire while riding on an ELTSFCD vehicle – collared shirt, long pants and close toed shoes.

8. I agree not represent myself as an ELTSFCD employee.

9. I agree that I will only be present at the assigned ELTSFCD fire station at the discretion of the on duty Division Chief and only between the hours of 0800 hours and 2100 hours without exception.

10. Nothing contained in this Hold Harmless Agreement and Release shall be considered a waiver of my sovereign immunity protection nor a waiver of defenses under Florida Statute 768.28.

11. If any one or more of the provisions of this Hold Harmless Agreement and Release shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties recognize that the Hold Harmless Agreement and Release has been the result of negotiations of both parties. The Hold Harmless Agreement and Release shall not be construed or interpreted in any way against any one party on the basis that party drafted this Hold Harmless Agreement and Release.

(Print Full Name and Title)

(Signature)

Date: _____

East Lake Tarpon Special Fire Control District (ELTSFCD) Representative:

(Print Name)

(Signature)

Date: _____