



BAKER CITY, OREGON
P.O. Box 650, Baker City, OR 97814-0650
541-523-6541 or 541-523-3711 Voice/TDD
www.bakercity.com



Liability Waiver and Assumption of Risk for Fire Cadet Program

This Liability Waiver and Assumption of Risk (this “Waiver”) is executed by the undersigned participant (or parent/guardian on behalf of a minor participant) in connection with the Baker City Fire Cadet Program (the “Program”) operated by the Baker City Fire Department (the “Department”), located in Baker City, Oregon, or such other location as may be designated (collectively, the “City”).

- 1. Acknowledgment of Risk** I understand that participation in the Program involves activities that may carry inherent and non-inherent risks of property damage, bodily injury, or death. Such risks may arise from activities conducted on City property or at off-site locations where the Program operates, including, but not limited to, training exercises, emergency response scenarios, physical conditioning, equipment use, field exercises, transportation, and interactions with other participants or members of the public.
- 2. Release and Waiver of Claims** To the fullest extent permitted by law, and in consideration for the opportunity to participate in the Program, I, on my own behalf or on behalf of the participant, knowingly and voluntarily release, waive, discharge, and hold harmless the City of Baker City, the Baker City Fire Department, and their officers, employees, agents, volunteers, and any related entities (collectively, the “City”) from any and all claims, demands, actions, or causes of action arising out of or in any way connected with participation in the Program, including any claims for personal injury, property damage, or wrongful death, whether caused by the City’s negligence or otherwise.
- 3. Medical Treatment and Expense** In the event of an injury or medical emergency arising during participation in the Program, I authorize the City to obtain medical treatment for the participant. I understand that the City may arrange for transport to a hospital or medical facility if, in the judgment of City personnel, such treatment is necessary or advisable. I acknowledge and agree that:
 - The City, its Department, and its personnel shall have no liability for medical costs or expenses incurred in connection with such treatment, except to the extent such costs are recoverable from third-party payors as required by applicable law.
 - The participant’s family or guardian remains responsible for any costs not covered by insurance or applicable third-party payors, and the City shall not be liable for any medical costs, debts, or charges arising from treatment.
- 4. Assumption of Responsibility** I represent that I (or the participant, if a minor) am physically and mentally capable of participating in the Program, and I assume all risks associated with



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participation. I acknowledge that safety protocols, training, and supervision will be provided, but I understand that risks may still exist despite those precautions.

5. **Indemnification** I agree to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, and expenses (including reasonable attorney’s fees) arising out of or related to my (or the participant’s) participation in the Program, to the extent caused by my own acts or omissions.
6. **Medical Information and Consent** I agree to provide accurate medical information as required by the City for purposes of emergency treatment, and I consent to the release of such information to medical providers as needed for treatment. I understand that the release of information will be used solely for emergency medical purposes and to advance the participant’s health and safety.
7. **Photo/Video Release** I grant the City the right to use photographs or video taken during participation in the Program for promotional, educational, or training purposes, without compensation. Approve Deny **Parent/Guardian Initials:** _____
8. **Severability** If any provision of this Waiver is held to be unenforceable, the remaining provisions shall continue in full force and effect.
9. **Governing Law** This Waiver shall be governed by and construed in accordance with the laws of the State of Oregon. Any disputes arising under this Waiver shall be resolved in the state courts of Oregon with appropriate jurisdiction.
10. **Entire Agreement** This Waiver constitutes the entire agreement between the participant (and parent/guardian, if applicable) and the City with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties.

Acknowledgment and Signature I have read this Waiver, understand its terms, and voluntarily agree to be bound by them. I certify that I am aware of the risks involved in participating in the Fire Cadet Program and that I am acting voluntarily and with informed consent.

Printed Participant Name: _____ Date of Birth (if applicable): _____

Printed Parent/Guardians Name: _____ Relationship to Participant: _____

Parent/Guardian Signature (if participant is a minor): _____ Date: _____