



## **VOLUNTARY LIABILITY WAIVER, RELEASE & INDEMNITY AGREEMENT**

**PLEASE READ CAREFULLY** – This document contains a waiver of liability and a release of claims. By signing this agreement, you are acknowledging you understand and agree to the terms below.

In consideration of being allowed to participate in **Fire 208 - Intro to the Fire Academy** at Santa Rosa Junior College's Public Safety Training Center (hereinafter referred to as the "District"), during the Spring 2025 I, the undersigned student, acknowledge and agree to the following terms:

### **ACKNOWLEDGMENT OF RISKS**

I understand and acknowledge that participation in this class involves the use of chainsaws, power tools, and other potentially hazardous equipment. The use of such equipment presents inherent risks, including but not limited to, severe bodily injury, permanent disability, dismemberment, or even death. I understand that these risks may be caused by my own actions, inactions, the actions or inactions of others, the condition of the equipment, or the environment in which the activities are conducted.

I acknowledge that these risks may be significant and cannot be entirely eliminated even with the highest degree of care and precaution by the District or its instructors.

### **ASSUMPTION OF RISK**

I knowingly and freely assume all risks associated with my participation in this class, both known and unknown, including those that may arise from the negligence of the District, its employees, instructors, or other participants. I take full responsibility for my actions and participation.

### **RELEASE AND WAIVER OF LIABILITY**

I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby voluntarily release, discharge, and hold harmless the Sonoma County Junior College District, its trustees, employees, agents, instructors, and volunteers from any and all claims, demands, damages, liabilities, costs, and expenses, including attorney fees, arising from or related to my participation in this class. This release applies to claims arising from the negligence of the District or any of its agents, whether passive or active.

### **MEDICAL TREATMENT**

I hereby authorize the District and its agents to secure medical treatment for me in the event of an injury, and I agree to be responsible for any costs associated with such treatment. I further agree to disclose any medical conditions or limitations that could affect my ability to safely participate in the class.

### **COMPLIANCE WITH SAFETY RULES**

I agree to follow all safety protocols, instructions, and guidelines provided by the instructor(s) and the District. I understand that failure to adhere to these safety measures may result in my removal from the class without refund, and that I may be held responsible for any damages or injuries caused by my failure to comply.



**ASSUMPTION OF EQUIPMENT CONDITION**

I acknowledge that the equipment provided by the District for this course, including chainsaws and other tools, is maintained to the best of the District's ability. However, I accept the condition of the equipment "as is" and assume any risks associated with its use, including unforeseen malfunctions.

**INDEMNIFICATION**

I agree to indemnify and hold harmless the District, its trustees, employees, agents, and instructors from any and all claims, demands, causes of action, damages, and expenses, including attorney fees, that may result from my participation in this course or my use of any equipment, whether provided by the College or otherwise.

**SEVERABILITY**

If any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed, and the remainder of this agreement shall remain in full force and effect.

I HAVE READ THIS WAIVER AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Student Name: \_\_\_\_\_

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

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