

**Osage Fire Protection District
Fire Cadet**

Waiver, Release, Hold Harmless, and Indemnification Agreement

As Consideration for being allowed to participate in the Fire Cadet program (the "Program") with the Osage Fire Protection District (the "District"), the undersigned, on the behalf of the Fire Cadet identified below, acknowledges, appreciates, understands, and agrees to the following:

1. I represent that I am the parent or legal guardian of the following Fire Cadet named:

Fire Cadet Name

Date of Birth

2. I acknowledge and understand the risks and dangers associated with participation in the Program and the use of the fire equipment and apparatus are severe and could result in, without limitation, personal injury, loss of life, and property damage to the Fire Cadet's equipment.

3. Notwithstanding those risks and dangers, I, on behalf of the Fire Cadet named, hereby:

- a. Expressly and with full knowledge assume any and all risks and dangers associated with participation in the Program; and
- b. **RELEASE AND FOREVER DISCHARGE** the District, the District's affiliates, divisions, representatives, successors, officers, directors, officials, employees including without limitation, all fire personnel, attorneys, agents, operators, instructors, and assigns (collectively, the "Released Parties") of and from any and all claims, demands, obligations, actions, manner of actions, causes of action, rights, claims for Indemnity, subjugation and/or contribution, damages, suits, agreements, promises, liabilities, controversies, costs, expenses and fees of any nature whatever, whether for compensatory damages, punitive damages or otherwise which I may hereafter acquire against the Released Parties (or any of them) in the event the Fire Cadet suffers personal injury, loss of life, and/or property damage to his/her equipment while participating in the Program.

4. I further hereby agree to **INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from and against any and all claims, damages, liabilities, costs, expenses, fees, (including without limitation, attorney fees and court costs) which the Released Parties may incur or may be subject to as a result of any claim made against of the Released Parties arising from or relating to the Fire Cadet's participation in the Program. This Release and Indemnity shall be binding upon the Fire Cadet, his/her heirs, my devisees personal representatives, assigns and me.

5. I am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.

By my signature below I acknowledge that I have read and agree to the above terms and conditions:

Parent / Guardian Name (please print): _____

Parent / Guardian Signature: _____

Emergency Contact number: (____) _____ or (____) _____