

CITY OF OXNARD FIRE DEPARTMENT

INDIVIDUAL RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (Use of Training Facilities)

In consideration of being permitted to participate as volunteers through the City of Oxnard's ("City") Fire Department, located at Oxnard Fire Station 1, in connection with the OCFA Girls Empowerment Camp commencing on June 28th, 2025 (the "Program"), and to use all City training operations facilities, apparatus and equipment, and/or those facilities, apparatus and equipment not owned by but made available through the City, in conjunction with the Program (collectively referred to herein as the "Training Facilities"), the undersigned, on behalf of himself or herself, and on behalf of the undersigned's personal representatives, heirs, assigns and next of kin (the "Volunteer"), hereby agrees to:

SECTION I.

A. Release and Waiver. The Volunteer hereby irrevocably and unconditionally releases, waives, discharges, and covenants not to sue the City, its officers, directors, officials, agents, employees, other volunteers, representatives, affiliates, and their respective successors, assigns, and insurers (collectively "City"), from any and all claims, demands, liabilities, causes of action, damages, losses, costs, or expenses (including legal fees) arising from personal injury, property damage, or death that may result from the Volunteer's presence or participation in the Program and/or the Volunteer's use of any Training Facilities, including any such injury or damage arising from the negligence, wrongful acts, or omissions of the City or from any dangerous, hazardous, or defective condition of the City's property or equipment, whether such conditions were known or unknown.

B. Indemnification. The Volunteer shall indemnify, defend, and hold harmless the City, its officers, directors, officials, agents, employees, volunteers, representatives, and their respective successors, assigns, and insurers (collectively "Indemnified Parties"), from and against any and all claims, liabilities, damages, losses, expenses, costs, attorneys' fees, or other charges arising from the Volunteer's participation in the Program and/or use of the Training Facilities, provided that this indemnification obligation shall not apply to claims arising from the willful misconduct, gross negligence, or intentional torts of the City or the Indemnified Parties.

C. Assumption of the Risk. The Volunteer fully acknowledges and assumes all risks of bodily injury, death, or property damage that may arise while present at or participating in the Program. The Volunteer expressly understands that activities involved in the Program may result in serious injury, permanent disability, paralysis, or death, and that such injuries or damage may be caused by the negligence of the City, the inherent dangers associated with the Training Facilities, or other unforeseen risks. By signing this agreement, the Volunteer voluntarily assumes full responsibility for all risks associated with the Program, including risks that may not be immediately apparent, and waives all claims against the City arising from such risks. The Volunteer understands that safety measures, including supervision, training, and equipment, may reduce, but will not eliminate, the risks of injury or death.

SECTION 2. Program Description.

The Volunteer acknowledges and agrees that the Program may include, but is not limited to, supervised instruction, training, and demonstrations conducted by the City, non-City personnel, and/or volunteers on activities such as aerial ladder climbing, hose and nozzle handling, rope and knot techniques, CPR/first aid, rappelling, ventilation, confidence courses, and PPE (Personal Protective Equipment) and apparatus orientation. The Volunteer understands the nature of these activities and consents to participate.

SECTION 3. Medical Treatment.

The Volunteer expressly consents to receive emergency medical treatment that may be deemed necessary by the City in the event of an injury or medical emergency during participation in the Program. The Volunteer acknowledges that such medical treatment may be performed by authorized medical personnel and agrees to indemnify the City from any claims arising out of the provision or failure to provide emergency medical treatment, except where such claims result from the City's willful misconduct or gross negligence.

SECTION 4. Physical Condition.

By signing this Release, Waiver of Liability and Indemnity Agreement, the Volunteer hereby represents that he or she is in good physical condition and has no known medical reason or impairment that might prevent them from attending and/or participating in the Program.

SECTION 5.

A. The Volunteer expressly agrees that this Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

B. This Agreement is intended by the parties to be a waiver of California Civil Code Section 1542 which reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Name of Volunteer

Volunteer's Address

Volunteer's Employer

Volunteer's Title

Volunteer's Signature

Date Signed