



**Release and Waiver,  
Hold Harmless, and  
Indemnification Agreement  
(Form for Minors)**

**In re: Fire Services Training Center**

I, \_\_\_\_\_ certify on behalf of my minor child,

\_\_\_\_\_ (“Child”) that my child is **NOT** employed by the County of Volusia (“County”) and is voluntarily participating in or otherwise observing fire training exercises (“Exercises”) at the Volusia County Fire Services (“VCFS”) Training Center, located at 3889 Tiger Bay Road, Daytona Beach, FL 32124, (“Training Center”) as an uncompensated Participant<sup>1</sup> or Observer,<sup>2</sup> and invited guest of the Training Center. I understand that my child is participating in or observing Exercises at the Training Center, or otherwise being allowed access to the Training Center, because the Training Center offers unique educational opportunities and is one of few such facilities in the region where a wide variety of simulated firefighting and search and rescue training activities may be conducted. Given the liabilities, hazards, and risks inherent to such activities, it would not be economically feasible or sustainable for the County or VCFS to allow non-employees of the County to utilize or enter the Training Center and its facilities absent execution of this Release and Waiver, Hold Harmless, and Indemnification Agreement (“Waiver and Release”). In consideration and exchange for VCFS allowing my Child to access the Training Center in the furtherance of his/her fire, fire safety, and rescue education, and/or knowledge, which my child would not obtain elsewhere, and other valuable consideration, I, on behalf of my Child, acknowledge and agree to the following:

**NOTICE TO THE MINOR CHILD’S  
NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE COUNTY OF VOLUSIA USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY, BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM THE COUNTY OF VOLUSIA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE COUNTY OF VOLUISA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

<sup>1</sup> **PARTICIPANT:** For the purposes of this Waiver and Release, the term “participant” shall refer to and include trainees, instructors, and any other persons participating in Exercises as defined herein.

<sup>2</sup> **OBSERVER:** For the purposes of this Waiver and Release, the term “Observer” shall refer to and include any person visiting the Training Center, who, though not necessarily participating in Exercises, is admitted to those areas and facilities of the Training Center that are not ordinarily open to the general public absent the permission of Volusia County Fire Services. An Observer will automatically become a Participant subject to any Participant-specific portions of this Waiver and Release if, at any time, an Observer opts to participate in an Exercise while at the Training Center.

**(a) ACKNOWLEDGEMENT AND NOTIFICATION OF GENERAL RISKS AND HAZARDS INHERENT TO OBSERVING AND/OR PARTICIPATING IN FIRE TRAINING EXERCISES.**

I and my Child are aware that my Child's participation in and/or presence around fire training exercises ("Exercises") conducted at the Training Center may subject my Child to certain risks inherent to firefighting, search and rescue operations, and those activities and conditions associated therewith. We further understand that my child will be participating in or will otherwise be physically located in proximity to Exercises that will simulate, as closely as feasible in a training environment, real-world firefighting and search and rescue conditions and scenarios, which Exercises may include, but are not limited to, the following: (i) driving or riding over highways, roads, streets, and rough terrain in VCFS or County vehicles under normal and emergency response conditions; (ii) operating in and around open or interior areas inundated with fire, flame, heat, smoke, fumes, pollutants, and airborne particulate matter, whether toxic or inert; (iii) breaking, breaching, or cutting into or through walls, trees, hedges, roofs, doors, windows, cars, and other natural or manmade structures, props, or obstacles; (iv) using and/or being in proximity to firefighting and search and rescue equipment, including large vehicles, hydraulic and manual tools, respirators, heavy equipment, axes, chainsaws, and high-pressure water systems, including hoses, tanks, and hydrants; (v) lifting, moving, pushing, pulling, or removing obstacles, equipment, and other impediments; (vi) rescuing, carrying, lifting, and assisting real or simulated persons in need of medical or other attention; (vii) interacting with and/or being exposed to the negligent acts, whether accidental or intentional, of other Participants or Observers; (viii) encountering hazards posed by or arising from the actions of other Participants or Observers, whether foreseen or unforeseen; (ix) navigating and maneuvering through tight spaces and mazes in low or zero visibility conditions; (x) climbing about and rappelling from and operating in high places such as rooftops, balconies, and upper floors of buildings and other structures; (xi) lifting, carrying, using, and manipulating heavy objects and equipment, including hoses, hammers, tools, pry bars, pike poles, and other items similar in weight; and (xii) performing other activities incidental or similar thereto. Though we understand that the Exercises will occur in the context of training, we further understand and agree that such Exercises, whether simulated or real, are inherently dangerous and that my Child's participation in or mere presence at the Training Center during such Exercises could subject my Child to severe and debilitating illnesses, psychological or psychiatric trauma, injury, or death, the causes of which could include, but are not limited to (i) mild to severe burns, contusions, broken bones, severed limbs, blunt-force trauma, crush injury, or deceleration injury; (ii) exposure to fire, heat, flame, explosions, oxygen deprivation, smoke inhalation, or catastrophic equipment failure or misuse; (iii) impacts from falling or launched debris, including, but not limited to, concrete, shrapnel, tools, equipment, wood, splinters, trees or other objects; or (iv) exposure to chemicals, pollutants, smoke, fumes, airborne particulate, or carcinogenic matter, and hereby assume all such risks and hazards as being inherent to the Exercises, my Child's participation in the Exercises, or my Child's presence at the Training Center during such Exercises.

**(b) INFECTIOUS DISEASES AND CONTACT WITH SMOKE AND OTHER POLLUTANTS.**

I and my Child understand and agree that by participating in Exercises or otherwise being present at the Training Center during the Exercises, my Child is at greater risk than the general population of being exposed to infectious diseases, bloodborne pathogens, and contact with smoke, fumes, pollutants, and particulate matter, whether toxic or inert. Infectious diseases may include, but are not limited to, Human Immunodeficiency Virus (HIV), which can progress in to Acquired Immune Deficiency Syndrome (AIDS); any varieties of Hepatitis (HBV, HCV); Methicillin-Resistant Staphylococcus Aureus (MRSA), an aggressive staph bacterium that does not respond to some antibiotics commonly used to treat staph infections; and/or Tetanus. Furthermore, smoke released by any type of fire (forest, brush, crop, structure, tires, gas, waste or wood burning) is a mixture of particles and chemicals produced by incomplete burning of carbon-containing materials. All smoke contains carbon monoxide, carbon dioxide, and particulate matter (PM or soot). Smoke can also contain many different chemicals, including, but not limited to, aldehydes, acid gases, sulfur dioxide, nitrogen oxides, polycyclic aromatic hydrocarbons (PAHs), benzene, toluene, styrene, metals and dioxins. Exposure to smoke, fumes, pollutants, and airborne particulate matter, whether toxic or inert, places my Child at additional risk for developing temporary, chronic, and/or permanent respiratory and cardiovascular diseases and illnesses, including, but not limited to, asthma, bronchitis, respiratory illnesses, allergies, and cancers. I and my Child further understand and agree that any one of the foregoing exposures, illnesses, or diseases can have devastating impact and permanent

consequences on the quality of my Child's life including, but not limited to, hospitalization, long-term adverse health complications, temporary or permanent disability, loss of employment, and even death.

(c) **REQUIREMENTS FOR PARTICIPATING IN TRAINING EXERCISES.** I understand that, regardless of my Child's status as an Observer or Participant, if, at any time, my Child elects to participate in any Exercises at the Training Center, I and he/she assume the risks of such participation and agree to the following provisions:

- i. **Acknowledgement of Training Risks:** The Exercises, as described in section (a) of this Waiver and Release, are physically and mentally stressful activities designed to train and test Participants' ability to react quickly and effectively to emergency situations and will more than likely require physical exertion resulting in elevated body temperatures and increased pulse, respiration rates, and blood pressure. Such Exercises also may expose Participants to the following hazards: (i) sudden temperature changes (changes of greater than 50° or more either way) and/or rapid changes in the humidity levels, (ii) toxic atmospheres (gases, fumes, solvents, pesticides, herbicides, sprays, etc.), infection (germs, bacteria, viruses, etc.) and/or silica or asbestos dust (cement or concrete powder), (iii) oils or other petroleum products, (iv) x-rays or radioactive isotopes. In addition to the foregoing, Participants will, as part of their training, be working at higher than average heights and in confined spaces.
- ii. **Medical Conditions:** If your Child suffers from known heart or lung disease, claustrophobia, hypertension, or is or may become pregnant, is overweight, has high blood pressure, or has any other medical or mental condition(s) that may affect his/her health and safety while participating in or observing any of the Exercises under any of the conditions described in this Waiver and Release, you are strongly encouraged to consult with your Child's personal physician or another qualified pediatrician before allowing him/her to participate in any Exercises.
- iii. **Equipment and Gear:** Exercises will be conducted under simulated real-world conditions and will require the use of protective gear as appropriate. Protective clothing and self-contained breathing apparatus ("SCBA") meeting appropriate National Fire Protection Association ("NFPA") standards at the time of manufacture must be worn during all practical exercises and live fire training as required and directed by the instructor in charge. Unless protective equipment is supplied by VCFS instructors, Participants will be responsible for selecting, acquiring, and maintaining their own protective equipment and keeping such equipment in operative and serviceable condition.
- iv. **Face Pieces:** Participants with facial hair, jewelry, or other impediment(s) obstructing the proper seal of the face piece on their respective SCBAs shall not participate in evolution where the atmosphere is toxic or may become so, and the County shall not be held responsible or liable for a Participant's failure to abide by this rule.
- v. **Drugs / Alcohol:** Participants shall not use or be under the influence of alcohol or other drugs, prescription or non-prescription, affecting their mental or physical reactions or performance, regardless of legality, prior to or during their participation in any Exercises at the Training Center, and the County shall not be held responsible or liable for any incidents or events resulting from the use or influence of any such drugs.

(d) **PROPS / STRUCTURAL HAZARDS.** Regardless of whether my Child chooses to participate in or observe any of the Exercises described herein, I and my Child acknowledge and understand that the Training Center is a fire and rescue services training facility, and as such, contains and hosts numerous training-oriented structures, equipment, and facilities designed or otherwise appropriated to facilitate fire and rescue training conditions and scenarios ("Props"), to which my Child may be granted access for training, educational, and/or informational purposes. Props include, but are not limited to: (i) a multi-story burn building equipped to simulate fire conditions by generating actual fire on demand; (ii) multi-story structures equipped to simulate rescue operations in multi-story buildings or other high places; (iii) interior mazes and obstacle courses used to simulate claustrophobic and/or low or no visibility conditions; (iv) fire fields in which fires of different types may be simulated; (v) derelict vehicles used to simulate vehicle fires; and (vi) simulated rooftops, window panes, crawlspaces, and doorways designed to be used in connection

with breaching, entering, exiting, and rescue exercises. Props are often designed for a specific training purpose at minimal expense, and as such, often exist as unfinished structures and devices with special features, including, but not limited to, being collapsible, having modular configurations, being designed to break away at certain points, or being able to produce flame, water, or smoke on demand. I and my Child acknowledge and understand that my Child will not approach, enter, use, or touch any Props absent specific permission from authorized VCFS personnel, and that if my Child is permitted to approach, enter, use, or touch any Props, my Child shall do so in accordance with all instructions and due care and regard for the features and purposes of each such Prop.

- (e) **ACCESS TO TRAINING CENTER.** Regardless of whether my Child participates in or observes any Exercises conducted at the Training Center, I acknowledge that my Child is being granted access to areas of the Training Center ordinarily frequented by trained VCFS personnel that are not necessarily designed for use or access by the general public. Such areas often contain features, equipment, devices, or fixtures designed for use by or the benefit of trained VCFS personnel only. Given the foregoing, I and my Child agree that my Child will be mindful of any signage or instructions provided by VCFS personnel and that he/she will not to disturb or otherwise touch any such features, equipment, devices, or fixtures absent express permission from authorized VCFS personnel. Neither the County nor VCFS shall be responsible or liable for my Child's failure to abide by these rules.
- (f) **CONFIDENTIALITY.** I and my Child understand that, while at the Training Center, my Child may be exposed to or otherwise learn or acquire information that is confidential, sensitive, or exempt from disclosure under Florida's Public Records Law (Chapter 119, Florida Statutes), and we hereby agree to keep confidential and not share any information or records, including, but not limited to, photographs or audio or video recordings, whether taken by myself or others, of any third party, which photographs or recordings pertain to the identity of injured persons, witnesses, or the details of investigations, accidents, or incidents, unless otherwise affirmatively authorized by VCFS. Failure to abide by this Confidentiality clause shall result in my Child's immediate and permanent expulsion from the Training Center, being criminally and/or civilly liable for any damages that may arise from or be associated with such failure, and becoming ineligible to enter the Training Center or observe or participate in any other future programs or activities conducted at the Training Center or by VCFS.
- (g) **DECORUM AND CONDUCT.** I and my Child understand and agree that my Child's presence on County-owned or leased properties (real and tangible), including, but not limited to, the Training Center or riding in or on County-owned or leased vehicles, is that of an invited guest, and that if my Child engages in any wrongful, rude, negligent, or disrespectful conduct or behavior; causes any disruptions; or otherwise fails to obey the orders or instructions of VCFS personnel or the rules and policies of VCFS, VCFS may immediately and permanently expel my Child from the Training Center, remove my Child from all County-owned or leased properties and/or vehicles, and deem my Child ineligible to participate in or observe any other Exercises at the Training Center. Furthermore, I understand and agree that my Child may be subjected to civil and/or criminal liability for engaging in any such conduct or behavior, especially where such behavior or conduct may result in injury to others.
- (h) **COMMUNICATIONS.** I and my Child understand and agree the presence of cellular telephones and pagers on VCFS vehicles and at the Training Center are subject to restrictions as determined in the sole discretion of County and that the use of such communication devices is subject to prior approval of the County. As such, we acknowledge and agree that if my Child is allowed by the County to use these communication devices that he/she will operate the devices in the silent mode and will not cause any disruption or interference to Exercises being conducted at the Training Center or with VCFS's duties, obligations, and responsibilities to the public. In addition, we understand and agree that my Child is forbidden to converse on cellular phones while VCFS officers and personnel are involved in County or VCFS business, instruction, or training Exercises. Failure to abide by these policies may result in my Child being removed from the Training Center.
- (i) **STATUS AS UNCOMPENSATED PARTICIPANT OR OBSERVER.** I and my Child understand and agree that my Child's relationship with VCFS and the County of Volusia is that of an uncompensated

Participant in or Observer of Exercises at the Training Center and **NOT** a permanent or temporary employee, contract employee, agent, volunteer, contractor, consultant, or part-time or full-time employee of the County. I understand and agree that based on my uncompensated status described herein, I have no right and will not assert any right or claim against the County, its agencies, employees, officers (elected or appointed), or contractors for Workers' Compensation coverage or benefit packages, including health insurance and/or liability insurance, and that it is our responsibility to ensure that my Child is covered under a liability policy. If we make any such a claim or assertion against the County, we agree to indemnify and hold harmless the County for any and all losses, costs, or damages the County incurs as a result of our claim(s).

(j) **MEDICAL AND LIFE INSURANCE.** I and my Child understand and agree that we are solely responsible for the procurement and maintenance of health, medical, funeral, life, and/or other related insurance to provide for my Child's immediate and long term care and the needs of his/her family or other dependents, if any, in the event he/she suffers injury or death or contracts an illness, disease, other debilitating medical condition while at the Training Center.

(k) **ASSUMPTION OF RISK.** I and my Child hereby understand and agree to assume all risk, responsibility and liability to my Child for any personal injury, psychological or psychiatric trauma, or wrongful death that may result from my Child's presence at the Training Center, my Child's observation of or participation in any Exercises, my Child's negligence, or the negligence of the County or any third party. As such, it is our intention to waive all rights and release and discharge the County from and neither sue nor bring any proceeding against the County for any claim, demand or cause of action arising from my negligence, or any negligent act or omission of the County or any third party as a result of my Child's participation in or observation of the Program. Further, it is our intention that this assumption of risk and the waiver and release described herein shall be binding on myself and my child, including all my personal representatives, heirs, executors, trustees, administrators, agents, and assigns.

(l) **WAIVER AND RELEASE.** I and my Child hereby irrevocably agree on behalf of myself and my Child (and all our personal representatives, heirs, executors, administrators, agents, and assigns) to waive, release, and forever discharge any and all actions, suits, obligations, debts, liens, causes of actions or claims or causes of action (known and unknown) for damages against the County and its affiliates, employees, agents, public officials, representatives, successors, successors in interests and assigns (hereinafter collectively referred to as the "Released Parties") for personal injury, death, property damage, workers compensation, disability, unemployment compensation, wage, costs, expenses, attorney's fees, damages, judgments, orders, or liabilities of whatever kind or nature in law, equity, arising out of the acts or omissions of County, my Child's presence at the Training Center, my Child's participation in or observation of Exercises, or which may hereafter accrue to me, my Child, or any of our personal representatives, heirs, executors, administrators, agents, and assigns (hereinafter "Waiver and Release"). Further, I and my Child acknowledge and agree that this Waiver and Release is irrevocable and includes, without limitation, any injury, illness, disease, or death that may occur as a result of my, the County's, or any third party's negligence that may occur in connection with my presence at the Training Center or participation in or observation of any Exercises conducted at such Training Center.

(m) **I AND MY CHILD ACKNOWLEDGE THAT WE HAVE CAREFULLY READ THIS WAIVER AND RELEASE. WE FULLY UNDERSTAND THAT BY EXECUTING THIS WAIVER AND RELEASE, WE ARE GIVING UP OUR RIGHTS TO BRING ANY LEGAL ACTION OR ASSERT ANY CLAIM AGAINST THE COUNTY OF VOLUSIA (INCLUDING VOLUSIA COUNTY FIRE SERVICES) AND ITS EMPLOYEES, AGENCIES, OFFICERS (ELECTED OR APPOINTED), AND AGENTS FOR OR OTHERWISE, ON THE BASIS OF THE NEGLIGENCE OF THE COUNTY, ANY THIRD PARTY, OR OURSELVES ARISING FROM OR IN CONNECTION WITH MY CHILD'S PARTICIPATION IN THE PROGRAM OR INTERACTIONS WITH THE COUNTY OF VOLUSIA. IN ADDITION, WE ACKNOWLEDGE THAT WE HAVE VOLUNTARILY SIGNED THIS WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE**

**FOREGOING WRITTEN WAIVER AND RELEASE HAVE BEEN MADE TO US BY THE COUNTY OR ITS AGENTS OR REPRESENTATIVES.**

(n) **SEVERABILITY / NON-WAIVER.** The provisions of this Waiver and Release are severable, and, if any provision is determined to be illegal, void, voidable, or unenforceable, the remaining provisions and any partially enforceable provisions shall remain effective to the extent not otherwise void or invalidated. The County's failure to enforce any remedy or provision in this document shall not be construed as a waiver of such remedy or provision.

(o) **VENUE / WAIVER OF JURY TRIAL.** This Waiver and Release shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction of and venue for any controversies or legal issues arising out of this Waiver and Release, and any action involving the enforcement or interpretation of any rights hereunder shall, if in state court, be in the 7th Judicial Circuit in and for the County of Volusia, Florida, and if in federal court, be in the Middle District of Florida, Orlando Division. By executing this Waiver and Release, we hereby expressly waive any rights we may have to a trial by jury of any civil litigation related to this Waiver and Release.

Agreed to and accepted by:

\_\_\_\_\_  
MINOR CHILD'S (PARTICIPANT'S OR OBSERVER'S) SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MINOR CHILD'S (PARTICIPANT'S OR OBSERVER'S) NAME (LEGIBLY PRINTED)

\_\_\_\_\_  
TELEPHONE

**STATE OF FLORIDA:  
COUNTY OF VOLUSIA:**

The foregoing instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
*Date*

\_\_\_\_\_, who is personally known to me or who has produced  
*Name of person acknowledging*

\_\_\_\_\_ as identification and who did (did not) take an oath.  
*Type of identification*

*Name of Notary (typed, printed or Stamped, include Commission Number)*

\_\_\_\_\_

Agreed to and accepted by:

\_\_\_\_\_  
PARENT/LEGAL GUARDIAN'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARENT/LEGAL GUARDIAN'S NAME (LEGIBLY PRINTED)

\_\_\_\_\_  
TELEPHONE

**STATE OF FLORIDA:  
COUNTY OF VOLUSIA:**

The foregoing instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
*Date*

\_\_\_\_\_, who is personally known to me or who has produced  
*Name of person acknowledging*

\_\_\_\_\_ as identification and who did (did not) take an oath.  
*Type of identification*

*Name of Notary (typed, printed or Stamped, include Commission Number)*

\_\_\_\_\_