

# Prosper Fire Rescue

## LIABILITY WAIVER AND CONFIDENTIALITY AGREEMENT

THE STATE OF TEXAS

WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION  
AND HOLD HARMLESS AGREEMENT

COUNTY OF COLLIN

I, the undersigned \_\_\_\_\_, a private person/adult, (OR *verify that I am the parent or legal guardian of \_\_\_\_\_, and that he/she is at least sixteen (16) years of age.*) I hereby give my consent for and in the sole consideration of the privilege of riding as a guest and voluntary observer in any car, truck, fire engine, ambulance, or any other equipment/apparatus operated by members of the Fire Department of the City of Prosper, during the period from \_\_\_\_\_ and \_\_\_\_\_ recognizing that routine fire activity/training involves certain inherent dangers, do hereby agree to assume the risks attendant to such activity, including but not limited to: property damage and/or personal injury to me as a result of motor vehicle accidents on either public streets or private property; property damage and/or personal injury to me as a result of acts associated with emergency and non-emergency activities including but not limited to fire suppression, rescues, emergency medical, training and fire prevention. I hereby waive all claims, release, indemnify, and hold harmless the City of Prosper, its Fire Department, agents, and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise from riding as a voluntary observer on a Fire Department vehicle, including any negligence by them or their agents, representatives and employees. I hereby specifically agree to indemnify the City of Prosper, its Fire Department, agents, and employees, in both their public and private capacities, from the consequences of any and all negligence attributable to them.

It is further agreed that the execution of the above agreement shall not constitute a waiver by the City of Prosper of the defense of governmental immunity, where applicable, or any other defense recognized by the Courts of the State.

The above and forgoing agreement has been read and fully understood by the undersigned as indicated by the attached signature.

I further agree to abide by the following:

### **Protected Health Information Confidentiality Agreement**

Security and confidentiality is a matter of concern for all persons who have access to Prosper Fire Department protected healthcare information (PHI). Each person accessing Prosper Fire Department PHI data and resources holds a position of trust relative to this information and must recognize the responsibilities entrusted in preserving the security and confidentiality of PHI information.

Therefore, all persons who are authorized to access data and resources must read and comply with the current Prosper Fire Department Standard Operating Procedure for Confidentiality and Release of Information 1316.0. Violators may be subject to penalties, including disciplinary action, under policies of the Prosper Fire Department, Town of Prosper, and under state and federal laws.

Violations of the Prosper Fire Department Standard Operating Procedure for Confidentiality and Release of Information 1316.0 by students and others, not employed by the Prosper Fire Department, will result in immediate denial of ride out/access privileges. By signing this, I agree that I have read, understand, and will comply with the Agreement.

Signed, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_