

I hereby for myself, and for my heirs, executors, administrators, successors, and assigns, now and forever, agree to defend, indemnify and hold harmless Barrow County, and each and everyone of its agents, officers, and employees, and all others directly or indirectly liable to any other person, firm or corporation charged with responsibility or liability, their heirs, administrators, executors, successors and assigns, with respect to any and all manner of actions, expense of every kind and nature incurred or arising by reason of any actual or claimed negligent or wrongful act or omission of mine while directly or indirectly participating in the CERT program, including, but not limited to the observation of Barrow County Department of Fire and Emergency Services personnel on duty and/or the use of Barrow County facilities.

I hereby certify that I am over the age of eighteen (18) and suffering under no legal disability, and that I have read and understand this Release and Waiver of Liability Form. I further certify that I voluntarily agree to the terms and conditions of this Release and Waiver of Liability, as evidenced by my signature below and by my participation in the Barrow County CERT program. No oral representations, statements or inducements apart from the foregoing have been made.

This Waiver executed this _____ day of _____, 2010.

Print Name: _____

Signature: _____

Witness Signature: _____

Department Representative Signature:

_____ Date: _____



**Barrow County Department of Fire and Emergency Services
CERT Program**



Release and Waiver of Liability

I _____, being eighteen (18) years or older and not being employed by any branch of the Barrow County Government, have made an application to participate in the Community Emergency Response Team (“CERT”) program of the Barrow County Department of Fire and Emergency Services, Office of Emergency Management. By my signature below, I hereby indicate my desire to participate in this voluntary program and, in consideration of the educational benefits accruing to me from my participation in the CERT program; I agree to and accept the conditions set forth herein. I understand that, by participating in the CERT program, I may be asked to demonstrate knowledge in a skill being taught by fire services instructors/educators in areas of firefighting; emergency medical services or search and rescue.

I hereby acknowledge that portions of the CERT program may involve strenuous or physically challenging exercises or activities. I understand and agree that it is solely my responsibility to forego participation in any activities or exercises that may be outside my physical capabilities and/or any activities or exercises that I believe may cause me harm or injury. By agreeing to participate in CERT program activities and exercises, I agree to assume the risk of any harm or injury I may receive as a result of my participation.

I acknowledge and understand that I will not engage in, perform or interfere with any life threatening or emergency activities I may observe during my participation in the CERT program. I further acknowledge and understand that I am solely responsible for any medical or other expenses resulting from accidents, injuries, or illnesses that I may incur or be exposed to while participating in any CERT program exercise or activity. I further understand and acknowledge that I am not an employee of Barrow County, and that I am not entitled to any Barrow County employee benefits or Workers’ Compensation benefits as a result of my voluntary participation in the CERT program.

I hereby for myself, and for my heirs, executors, administrators, successors, and assigns, now and forever, fully and finally, release, acquit, discharge, hold harmless and covenant not to sue Barrow County or Barrow County CERT Inc. and give up all my rights to sue or make any claim whatsoever against Barrow County or Barrow County CERT Inc., and each and everyone of its agents, officers, and employees, and all others directly or indirectly liable, from any and all claims and demands, whatsoever in law or in equity, and from any and all actions and causes of action, damages, claims for injuries, both known and unknown, including future developments thereof, cost, business losses, expense and compensation on account of, or in any way growing out of, any and all known and unknown personal injuries and property damage resulting or to result from my activities with Barrow County, the Department of Fire and Emergency Services and/or the CERT program (*i.e.* while observing or accompanying Barrow County agents and employees and/or my use of Barrow County facilities, equipment, and vehicles), including, but not limited to, any accident or injury involving or caused by any Barrow County vehicle and/or any Barrow County employee.