

**CITY OF SAN ANTONIO  
WAIVER, RELEASE AND INDEMNITY**

The City of San Antonio (“City”), on condition and in consideration of your signing this waiver and affirming the promises and statements contained below, agrees to permit you to travel as a passenger and observer in a vehicle owned by the City while it is being used by the Emergency Medical Services Division of the Fire Department of the City (EMS Division) in the performance of its governmental functions of said City in order that you may observe firsthand the performance of the EMS Division of said City in carrying out its duties and assignments.

I, the individual named below, acknowledge the following statements are true and make all of the promises contained below:

I am currently a trainee in good standing who is participating in a professional program or programs (Program) established and operated by the San Antonio Uniformed Services Health Education Consortium (SAUSHEC).

As a trainee in the Program, I am an employee of the United States performing duties within the course and scope of my federal employment. I am not and will not be an employee, contractor or agent of the City, or any of the City’s agents, or employees.

I desire to travel as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division in order to further and enhance my training, education and experience in the Program.

I acknowledge that traveling as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division entails known and unanticipated risk that could result in physical or emotional injury, or damage to me, to my property, or to third parties, and that I may expose myself or be exposed to extraordinary dangers and hazards which may arise in connection therewith.

I do hereby knowingly assume all such risks, dangers and hazards, and in consideration of being permitted to travel as a passenger as aforesaid,

I the individual named below, on behalf of myself, my heirs, personal representatives and executors, do hereby **DISCLAIM, RELEASE AND WAIVE** any and all claims against the City, the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, for personal or bodily injury, death, and property damage sustained by myself, arising out of, resulting from or in any manner related to my traveling as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division, **INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ITS AGENTS OR EMPLOYEES.**

I agree to **FULLY INDEMNIFY and HOLD HARMLESS**, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or

collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to my traveling as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division,

**I FURTHER COVENANT AND AGREE THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY.**

**IT IS MY EXPRESS INTENT THAT THE WAIVERS, RELEASES AND INDEMNITY PROVIDED FOR HEREIN ARE INTENDED TO RELEASE, INDEMNIFY AND PROTECT THE CITY FROM ANY AND ALL CLAIMS OR ACTIONS, AS SET FORTH ABOVE, OF ANY KIND, ARISING DIRECTLY OR INDIRECTLY FROM MY TRAVELING AS A PASSENGER AND OBSERVER IN A VEHICLE OWNED BY THE CITY WHILE IT IS BEING USED BY THE EMS DIVISION, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF CITY, ITS REPRESENTATIVES, AGENTS OR EMPLOYEES.**

This, **WAIVER, RELEASE AND INDEMNITY** will apply to each and every instance in which I travel as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division and I am a trainee in the Program.

Remainder of Page Intentionally Left Blank

I acknowledge that in making this agreement, I am relying wholly upon my own judgment, belief and knowledge, and have not been influenced to any extent whatsoever by any representations or statements not contained in this agreement. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my traveling as a passenger and observer in a vehicle owned by the City while it is being used by the EMS Division, I may be found by a court of law to have waived my right to maintain a lawsuit against the City on the basis of any claim from which I have released the City herein. I have had sufficient opportunity to read this entire document. I read and understand it, and I agree to be bound by its terms.

EXECUTED AND EFFECTIVE ON THE DATE WRITTEN BELOW

---

TRAINEE SIGNATURE DATE

---

PRINTED NAME OF TRAINEE

---

ADDRESS CITY STATE ZIP CODE

---

TELEPHONE NUMBER

---

EMERGENCY CONTACT NAME EMERGENCY CONTACT NUMBER