

## **Informed Consent, Waiver and Release of Liability Agreement (Name of Jurisdiction) Community Emergency Response Team Program**

*To be signed by adults participating in the Community Emergency Response Team (CERT) Program.*

The undersigned, being at least eighteen years of age, and in consideration for acceptance, approval and participation in the Community Emergency Response Team (CERT) Program, sponsored by (Name of Jurisdiction), does hereby agree to this consent, waiver, and release of liability.

### **Acknowledgement and Assumption of Risk**

I recognize that the Community Emergency Response Team (CERT) Program will involve physical labor and may carry a risk of personal injury. I further recognize that there are natural and manmade hazards, environmental conditions, diseases, and other risks, which in combination with my actions can cause injury to me. I hereby agree to assume all risks which may be associated with or may result from my participation in the Program, including, but not limited to, transportation to and from volunteer sites, extinguishing small fires, providing disaster medical care (e.g. controlling bleeding, treating shock, treating sprains and fractures, opening airways, transporting patients, etc.), performing light search and rescue activities (e.g. cribbing and leveraging, victim extrication transportation, etc.), and other similar activities.

I recognize that these Program activities will involve physical activity and may cause physical and emotional discomfort. I state that I am free from any known heart or other health problems that could prevent me from participating in any of the activities associated with this Program. I further state that I am sufficiently physically fit to participate in the activities of this Program.

### **Medical Coverage**

I recognize that if I am accepted for the Program, I will be covered by the provisions of North Dakota Century Code Title 65 (Workers' Compensation) during the time that I am performing approved volunteer activities. I specifically recognize that in accordance with this act, workers compensation and medical benefits shall be the exclusive remedy for any injury that I sustain in the course and scope of my approved participation in the Program. In addition, I certify that I have medical insurance to cover the cost of any emergency or other medical care that I may receive for an illness or injury, that is outside of the Program related medical coverage provided through workers compensation. I certify that if I do not have medical insurance, I will be personally responsible for the cost of any emergency or other medical care that I receive that is not covered under applicable workers compensation benefits.

**Waiver and Release of Liability**

I agree to release the State of North Dakota, (Name of Jurisdiction), their agencies, departments, officers, employees, agents, and all sponsors and/or officials and staff of any said entity or person, their representatives, agents, affiliates, directors, servants, volunteers, and employees (hereinafter referred to collectively as "Parties Released") from the cost of any medical care that I receive while participating in this Program or as a result of it.

I further agree to waive, release, and discharge the Parties Released from any and all liability, claims, demands, actions, and causes of actions whatsoever, except to the extent prohibited by N.D.C.C. § 9-08-02, for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of any and all activities associated with participating in this Program or as a result of it.

I further agree to indemnify, save, and hold harmless the Parties Released from and against any and all claims of any nature, including all costs, expenses, and fees, arising out of or resulting from my participation in this Program.

**Consent**

In the event of injury while participating in any and all activities associated with the Program, I consent to receive any emergency medical aid, anesthesia, and/or medical treatment or operation if, in the opinion of the attending physician, such treatment is necessary.

I, the undersigned participant, affirm that I am at least 18 years of age and am freely signing this agreement. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

***READ BEFORE SIGNING***

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_