

## **Parent or Guardian's Agreement of Informed Consent, Waiver and Release of Liability for (Name of Jurisdiction) Community Emergency Response Team Program**

*To be signed by parent or legal guardian if the participant in the Community Emergency Response Team (CERT) Program is under 18 years of age.*

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

The undersigned parent or legal guardian does hereby acknowledge that he/she recognizes that the Community Emergency Response Team (CERT) Program will involve physical labor and may carry a risk of personal injury to the minor participant. The undersigned parent or legal guardian further recognizes that there are natural and manmade hazards, environmental conditions, diseases, and other risks, which in combination with the minor participant's actions can cause injury to the minor participant. Nevertheless, the undersigned parent or legal guardian acknowledges that the minor participant voluntarily elects to participate in this Program with knowledge of the danger involved, and the undersigned parent or legal guardian agrees to accept and assume any and all risks which may be associated with or may result from 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.

The undersigned parent or legal guardian recognizes that Program activities will involve physical activity and may cause physical and emotional discomfort. The undersigned parent or legal guardian states that the minor participant is free from any known heart or other health problems that could prevent him/her from participating in any of the activities associated with this Program. The undersigned parent or legal guardian further states that the minor participant is sufficiently physically fit to participate in the activities of this Program.

### **Medical Coverage**

The undersigned parent or legal guardian recognizes that if the minor participant is accepted for the Program, the minor participant will be covered by the provisions of North Dakota Century Code Title 65 (Workers' Compensation) during the time that the minor participant is performing approved volunteer activities. The undersigned parent or legal guardian specifically recognizes that in accordance with that Act, workers compensation and medical benefits shall be the exclusive remedy for any injury that the minor participant sustains in the course and scope of his/her approved participation in the Program. In addition, the undersigned parent or legal guardian certifies that he/she has medical insurance to cover the cost of any emergency or other medical care that the minor participant may receive for an illness or injury that is outside of the Program related medical coverage provided through workers' compensation. The undersigned parent or legal guardian certifies that if he/she does not have medical insurance, the undersigned parent or legal guardian will be personally responsible for the cost of any emergency or other medical care that the minor participant receives that is not covered under applicable workers' compensation benefits.

## Waiver and Release of Liability

On behalf of the minor participant, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned parent or legal guardian **agrees to release** the State of North Dakota, (Name of Jurisdiction), their agencies, departments, officers, employees, agents, and all sponsors and/or officials and staff, their representatives, agents, affiliates, directors, servants, volunteers, and employees (hereinafter referred to collectively as "Parties Released") from the cost of any medical care that the minor participant may receive while participating in this Program or as a result of it.

On behalf of the minor participant, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned parent or legal guardian **further agrees 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 the minor participant arising out of any and all activities associated with participating in this Program or as a result of it.

On behalf of the minor participant, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned parent or legal guardian **further agrees to indemnify, save, and hold harmless** the Parties Released from any and all claims of any nature, including all costs, expenses, and fees, arising out of or resulting from the minor participant's participation in this Program.

## Consent

In the event of injury while participating in any and all activities associated with the Program, the undersigned parent and/or legal guardian consents to the minor participant's receipt of any emergency medical aid, anesthesia, and/or medical treatment or operation if, in the opinion of the attending physician, such treatment is necessary.

By signing this form, the undersigned parent or legal guardian certifies that he/she has **read this form and fully understands that by signing this form he/she is giving up legal rights** and/or remedies which may otherwise be available. The undersigned parent or guardian agrees that if any portion is held invalid, the remainder will continue in full legal force and effect.

## ***READ BEFORE SIGNING***

Name of Minor: \_\_\_\_\_ Age of Minor: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_ Date \_\_\_\_\_

Witness: \_\_\_\_\_ Date \_\_\_\_\_