

# BELMONT FIRE DEPARTMENT

## TRAINING GROUNDS

Training Division

### ASSUMPTION OF RISK, RELEASE AND HOLD HARMLESS AGREEMENT

#### ADULT PARTICIPANT

|                                  |                                                 |
|----------------------------------|-------------------------------------------------|
| Participant's full legal name:   | <input type="text"/>                            |
| Participating agency / employer: | <input type="text"/>                            |
| Training course / activity:      | <input type="text"/>                            |
| Training date(s):                | <input type="text"/>                            |
| Training location:               | 701 Fork Shoals Road, Greenville, SC 29605-5831 |
| Lead instructor / coordinator:   | <input type="text"/>                            |

#### 1. Eligibility and Voluntary Participation

I certify that I am at least eighteen (18) years old and voluntarily choose to enter and use the Belmont Fire Department (BFD) training grounds and to participate in the training activity identified above. I understand that participation is not required by Belmont Fire Department and that I may decline or stop participation at any time, subject to safely leaving the training area and notifying the instructor.

#### 2. Acknowledgment and Assumption of Risk

I understand that fire and emergency-services training may be physically and mentally demanding and may involve inherent and other risks, whether anticipated or unanticipated. These risks may include burns; smoke, heat, cold, toxic or irritating substances; slips, trips, and falls; structural collapse; falling objects; cuts, sprains, fractures, crush injuries, illness, permanent disability, paralysis, death, property damage, and risks arising from vehicles, tools, ladders, hose lines, live-fire props, confined spaces, heights, water, machinery, personal protective equipment, and the acts or omissions of participants or third parties. I knowingly and voluntarily accept and assume all risks of injury, illness, death, and property loss arising from or related to my presence at or participation in activities at the training grounds, including risks allegedly caused in whole or in part by the ordinary negligence of a Released Party, to the fullest extent permitted by South Carolina law.

#### 3. Health, Fitness, Training and Equipment

I represent that I am physically and medically able to participate, have disclosed any condition or limitation that may affect safe participation, and possess the training, qualifications, and authorization required for the assigned activity. I will use required personal protective equipment and will inspect or report any apparent defect before use. I will not participate while impaired by alcohol, drugs, medication, fatigue, illness, or any condition that could endanger me or others.

#### 4. Rules, Instructions and Stop-Work Authority

I will comply with all laws, site rules, safety briefings, accountability procedures, rehabilitation requirements, and directions of BFD and/or outside instructors. I will immediately report unsafe conditions, injuries, near misses, damaged equipment, and loss of accountability. I understand that BFD and/or outside instructors may remove me from an activity or the property at any time for safety, conduct, operational, or administrative reasons.

#### 5. Release and Covenant Not to Sue

In consideration for permission to enter, observe, train, or participate, I release and agree not to sue the Belmont Fire and Sanitation District, doing business as Belmont Fire Department, and its commissioners, officers, employees, members, volunteers, agents, instructors, property owners, partner agencies, and insurers (collectively, the "Released Parties") for claims, demands, damages, losses, or causes of action arising from or related to my presence or participation, including claims based on the ordinary negligence of a Released Party, to the fullest extent permitted by law.

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### 6. Hold Harmless and Indemnification

To the fullest extent permitted by law, I agree to defend, indemnify, and hold harmless the Released Parties from third-party claims, liabilities, damages, judgments, costs, and reasonable attorney's fees arising from my negligent, reckless, or intentional acts or omissions; my violation of site rules or instructions; or damage I cause to property, equipment, or another person. This paragraph does not require me to indemnify a Released Party for that party's sole negligence, gross negligence, recklessness, willful misconduct, or other liability that cannot lawfully be waived or transferred.

### 7. Emergency Care and Expenses

If I am injured or become ill and am unable to provide instructions, I authorize reasonable first aid, emergency medical care, and transportation. I understand that this authorization does not guarantee treatment or create a duty beyond that imposed by law. I am responsible for medical and related expenses not otherwise covered by workers' compensation, insurance, or applicable law.

### 8. Personal Property and Insurance

I accept responsibility for my personal property and understand that Belmont Fire Department does not insure it. If I am participating on behalf of an employer or agency, I understand that this agreement does not determine workers' compensation eligibility or replace any coverage or authorization required by that employer or agency.

### 9. Scope; Non-Waivable Rights

This agreement is intended to be as broad as South Carolina law permits. It does not release or waive liability for gross negligence, recklessness, willful or intentional misconduct, or any right or remedy that cannot lawfully be waived. Nothing in this agreement expands any duty, liability, insurance coverage, or waiver of governmental immunity available under applicable law, including the South Carolina Tort Claims Act.

### 10. Governing Law, Severability and Entire Agreement

South Carolina law governs this agreement. Any action relating to this agreement or the training activity shall be brought in a court of competent jurisdiction in Greenville County, South Carolina, unless applicable law requires otherwise. If any provision is held unenforceable, it shall be limited or severed to the minimum extent necessary, and the remaining provisions shall remain effective. This writing contains the complete agreement concerning the subjects addressed and may be changed only in a writing signed by the participant and an authorized Belmont Fire Department representative.

*PLEASE READ BEFORE SIGNING: I have read this entire agreement, understand that it affects substantial legal rights, have had the opportunity to ask questions and seek independent advice, and sign it knowingly and voluntarily. I understand that this form should be completed before entering a restricted training area or beginning participation.*

Participant signature

Date / time

Printed name:

Date of birth:

Emergency contact name and relationship:

Emergency contact phone:

Witness / BFD representative signature

Date / time

### ADMINISTRATIVE USE:

Photo identification verified

Safety briefing completed

Roster attached