

**STATE OF FLORIDA  
MIDWAY FIRE DISTRICT**

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

This agreement is made between Midway Fire District of 1322 College Pkwy, Gulf Breeze, Florida 32563, hereinafter "MFD," and \_\_\_\_\_ of \_\_\_\_\_, hereinafter "Citizen."

**RECITALS**

- A. MFD is an independent fire district organized for the purpose of fighting fires and performing rescue operations in the geographical area of Midway, Santa Rosa County, Florida.
- B. The emergency vehicles used by MFD include fire engines, ladder trucks, squads, boats and staff vehicles.
- C. As a community service and educational tool, MFD, in its sole discretion, allows Citizen observers to ride in its emergency vehicles.
- D. Appreciating the dangerous conditions involved in the operation of the MFD's emergency vehicles, the Citizen assumes the risk associated with riding in such vehicles and holds MFD and its commissioners, officers, agents, and employees, harmless from personal injury, death, or damage subject to the terms of this agreement.

In consideration of the foregoing recitals and the opportunity to ride in an MFD emergency vehicle for any reason (observation, parade activity, etc.) as a Citizen observer and not as a participant, the citizen agrees as follows:

- 1. **Indemnification:** Citizen assumes the risk of all damage, loss, cost and expense, and agrees to indemnify and hold harmless MFD, its commissioners, officers, agents, and employees from and against any and all liability, damage, loss, cost and expenses which may accrue to or be sustained by the Citizen on account of any claim, suit or action, or judgment brought against MFD, its commissioners, officers, agents, and employees, for the death of or injury to the person or destruction of property involving the Citizen sustained in connection with the Citizen being allowed to ride in the emergency vehicles of the MFD as an observer.
- 2. **Waiver:** Citizen waives all rights to make claims or file suit against MFD, its commissioners, officer, agents, or employees and relieves the same from all liability and responsibility arising from such damage, loss, cost, or expense.
- 3. **Comply With Laws:** MFD agrees it will comply with and will cause its commissioners, officers, agents, and employees to comply with all the MFD safety rules, regulations, and standards issued pursuant to state and federal laws, while conducting Citizen observer rides in the MFD vehicles. The Citizen agrees to comply with any and all instructions provided by MFD, its commissioners, officers, agents, and employees related safety rules,

regulations, and standards issued pursuant to state and federal laws while participating in the MFD Citizen observer ride-a-longs.

4. **Binding Effect:** This agreement and indemnity shall be binding upon the Citizen, his/her heirs, administrators, executors, legal representatives, successors and assigns, and shall inure to the benefit of and be available to the MFD, its commissioners, officers, agents, and employees.
5. **Governing Law:** This agreement and indemnity shall be governed by the laws of the State of Florida and any action hereunder shall be had in the County of Santa Rosa, Florida.
6. **Criteria For Ride-A-Long:** Citizen must adhere to the commands of the fire officer at all times. Citizen must not participate in any firefighting or medical rescue activity at any time. Failure to follow these guidelines will be justification for termination of the current and future ride-a-longs for that individual(s).

**IN WITNESS WHEREOF**, the parties hereunto have caused this agreement to be executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Citizen  
Print Name: \_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Midway Fire District

Signed in the presence of:

By: \_\_\_\_\_  
Jonathan Kanzigg  
Fire Chief

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness