FIRE NUGGETS

BY FIREFIGHTERS, FOR FIREFIGHTERS

## PARTICIPANT AGREEMENT INDEMNIFICATION, WAIVER, GENERAL RELEASE, AND ASSUMPTION OF RISK

**Under this legally binding participant agreement, I agree and acknowledge as follows:**

1. **I understand that the Activities (defined below) are inherently dangerous Activities;**

2. **I assume the risk of injury or death that may occur as part of said dangerous Activities;**

3. **I am knowingly and intentionally waiving all of my rights to bring lawsuits and make claims, including lawsuits and claims for negligence;**

4. **I hereby release FireNuggets, Inc., a California nonprofit corporation ("FireNuggets"), and agree to hold FireNuggets, and their respective officers, directors, employees, sub-contractors, agents and affiliates, harmless from any and all liability, including any and all liability for negligence; and,**

5. **I acknowledge that this agreement is**

    a. **clear, unambiguous and unequivocal,**

    b. **explicit and voluntary in my waiver, release and assumption of risk, and (c) comprehensive for all lawsuits, claims, injuries, and damages.**

I understand that firefighter related training is an inherently dangerous activity. I acknowledge that participation in activities during or related to a FireNuggets training or event, including but not limited to, slips, trips and falls due to uneven terrain, crush injuries from heavy loads or improper use of rollers or other tools, falls from heights while working with ropes or ladders, inhalation hazards from concrete dust, smoke, carbon monoxide, and other toxic products of combustion, cuts or contusions from improper use of tools, jagged edges in the environment, nails or fragments of concrete or broken tools, infection secondary to abrasion or laceration received on the training ground, burns from metal cutting tools or other gasoline powered tools, burns from exposure to fire, heat and hot surfaces during live fire training, heat stroke, angina or heart arrhythmias due to physical exertion and/or dehydration, electrocution from improper use of electrical power tools, head, neck, or eye injury from being struck with falling tools or equipment, suspension trauma from harness use, musculoskeletal injury from lifting and moving charged hose lines, bulky and unwieldy items (collectively “Activities”), entails both known and unknown risks that could result in SERIOUS INJURY or DEATH, due to, but without limitation, exposed, hooks, frames and/or other pieces of equipment; poor lighting; lack of supervision and/or trained instructors; lack of protective gear, gloves, eyewear, and/or other proper equipment; lack of any other proper safety measures; slipping and/or falling on and/or off equipment; collision with fixed objects and/or people; attempted lifts, walks, jumps, maneuvers and/or teamwork; having multiple participants participate in the Activities at one time; the physical condition, fitness and/or abilities of me and all other participants; weight differences between me and other participants; weather and/or all other environmental conditions; actions and/or omissions committed by me, FireNuggets, and/or any other person; and/or incomplete instructions.

In consideration for allowing me to participate in the Activities, I expressly and voluntarily agree to forever release, acquit, indemnify and discharge FireNuggets, and agree to hold FireNuggets, and their respective affiliates, agents, contractors, employees, officers, and directors (collectively, “FireNuggets Indemnities”) harmless on behalf of myself, my spouse, my children, my parents, my guardians, and my heirs, assigns, personal representatives and estate, and any and all other persons and entities who could in any way represent me, from any and all actions or omission(s), cause and causes of action, suits, debts, damages, judgments, costs, including, but not limited to attorney’s fees, and claims and demands whatsoever, in law or in equity, for any personal injury, death, or property damage that I may suffer arising from my participation in Activities, use of equipment in Activities, or use of any premises where Activities occur that may be related to FireNuggets. This waiver is intended to be a complete release of any and all responsibility or duties owed by FireNuggets Indemnities for personal injuries, death and/or property loss/damage sustained by myself while engaging in Activities, even if such injury or damage results from FireNuggets negligence, FireNuggets employee or sub-contractor negligence, improper supervision, improper maintenance of equipment or premises, or negligence by other FireNuggets guests.

I agree to indemnify and hold FireNuggets and its officers, directors, employees, contractors, agents and affiliates harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever

paid, incurred and/or suffered by FireNuggets, including, but not limited to, attorneys' fees, costs, damages and/or judgments FireNuggets may incur in the event that I cause any injury, damage and/or harm to any other person or property while participating in Activities.

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I train at an authorized FireNuggets training or event, at any location or facility. Without limiting the above waiver, release, and assumption of risk, I agree to the sole and exclusive venue of the Alameda County, California for any legal action. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this Agreement shall be submitted to and be settled by final and binding arbitration in Alameda County, California, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. In connection with any such proceeding, the arbitrator shall have no power to make any errors of law or of legal reasoning. Furthermore, the arbitrator shall issue a reasoned opinion when deciding this matter. I further agree that the substantive laws of California shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall be construed as far as possible to enforce their meaning to the maximum extent possible and shall remain in full force and effect. I intend that no rules of construction be employed in the interpretation of this Agreement and that for all purposes I and FireNuggets are deemed joint authors hereof.

I grant FireNuggets permission to use my, likeness in its publications, websites, marketing and other materials without payment, and without any prior approval of any and all publications, websites, marketing and other materials that contain my likeness.

**I certify that I have adequate health insurance to cover any injury or damage that I may suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have. By electronically signing this document, I agree to all of the included content.**

**I have had sufficient opportunity to read and understand this agreement and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree.**