

ACADEMY PARTICIPATION AGREEMENT - ADVISOR

This Participation Agreement (“Agreement”) relates to _____ (Print name of Advisor) participation in the California Fire Exploring Academy (“Academy”) sponsored by the California Fire Exploring Association in cooperation with various host agencies.

1. **PARTIES BOUND:** This Agreement shall be reviewed and signed by Advisor. This Agreement shall bind Advisor and his or her heirs, personal representatives, successors, or assigns.
2. **ACKNOWLEDGMENT OF RISKS:** Advisor acknowledges that s/he will be engaging in inherently dangerous, hazardous, and potentially life-threatening activities, including but not limited to: operation of firefighting and heavy rescue apparatus, equipment, and tools, as well as participation in live fire exercises. Advisor further acknowledges that injury or death may occur during the course of these activities.
3. **ASSUMPTION OF RISKS AND WAIVER OF CLAIMS:** Advisor agrees to assume all risk, responsibility, and liability (financial and legal) of every kind, nature, and description resulting from, arising out of, or connected with his/her participation in the Academy. Advisor further agrees to waive and release in advance any claim, demand, or cause of action against the Academy, the California Fire Exploring Association, the host agency or agencies, or any of their employees or agents based on any injury or damage to person or property arising out of or connected with Advisor’s participation in the Academy.
4. **INDEMNIFICATION:** Advisor agrees to defend, indemnify, and hold harmless the Academy, the California Fire Exploring Association, the host agency or agencies, and any and all of their employees or agents for any loss, liability, damage, or expense based on any claim, demand, or cause of action made by any person or entity against the Academy, the California Fire Exploring Association, the host agency or agencies, or any of their employees or agents as a result of any injury or damage to person or property arising out of or connected with Advisor’s participation in the Academy.
5. **AUTHORIZATION TO TREAT:** Advisor agrees that in the event s/he suffers injury or illness during the Academy, Academy staff shall have permission to provide treatment and/or consent to treatment for Advisor, including but not limited to: transportation to the most appropriate hospital emergency department, administration of reasonably necessary x-ray examination, anesthesia, diagnostic, medical, or surgical procedures, and admission for hospital care. Advisor further agrees that all medical costs and fees associated with such treatment shall be borne solely by Advisor.
6. **CERTIFICATION OF FITNESS:** Advisor certifies that s/he has no known health or fitness restrictions or defects, which should preclude his/her participation in the Academy.
7. **RESPONSIBILITY FOR ISSUED EQUIPMENT:** Advisor agrees to accept full responsibility for unusual damage to or loss of protective clothing and equipment issued to Advisor (if any), including but not limited to damage caused by Advisor’s misuse or improper storage of said clothing or equipment and/or loss due to accident or theft, and to reimburse the Academy for any such damage or loss.
8. **EXECUTION:** By signing this Agreement, Advisor certifies that s/he has carefully read this Agreement, fully understands its contents, and agrees to be bound by its terms.

DATED: _____

Cell Phone: _____

Advisor Signature: _____