



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Department of Purchasing
Michael J. Woodall, CPPO, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 email: mwoodall@pasco.k12.fl.us

December 4, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Interlocal Agreement with Pasco County Board of County Commissioners /
Pasco County Emergency Services Department

The attached interlocal agreement is being forwarded for your review and subsequent approval in order to allow students to participate in an internship experience with learning opportunities for the Emergency Medical Responders Program. Please reference the attached memorandum from Mr. Rob Aguis, Director of Community, Career and Technical Education Department, for further information regarding this agreement.

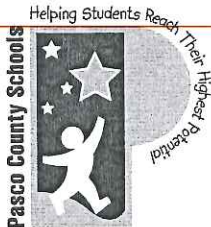
At this time, we respectfully request your approval to enter into this agreement with the above-referenced entity. The services are outlined in the agreement and are attached for your perusal. The attached agreement was reviewed and approved by the District School Board's Attorney, Ms. Nancy Alfonso, on October 30, 2012. The agreement will commence upon execution by both parties and shall continue for one calendar year.

Should you have any questions regarding this matter, please contact Mr. Aguis or me at your earliest convenience.

MJW/dam

Attachments

Dagte/Time: November 28, 2012 11:02:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Community, Career and Technical Education

Robert J. Aguis, Director

(813) 794-2204 Fax: (813) 794-2794

(727) 774-2204 TDD: (813) 794-2484

(352) 524-2204 E-mail: raguis@pasco.k12.fl.us

MEMORANDUM
CCTE-051-12/13

December 4, 2012

To: Michael J. Woodall, Purchasing Agent

From: Rob Aguis, Director of Community, Career & Technical Education *RA*

Subject: **Interlocal Agreement with Pasco County Board of County
Commissioners/Pasco County Emergency Services Department**

Description:

Approval is requested for an Interlocal Agreement with Pasco County Board of County Commissioners/Pasco County Emergency Services Department to allow students in the Emergency Medical Responder Program to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by Pasco County Emergency Services Department. These learning experiences will be non-paid and will be done with the direction and guidance of the program instructor. The internship provides students in the Emergency Medical Responder Program with opportunities to apply skills mastered in the classroom in a real-world work setting.

Action Requested:

School Board approval of the Interlocal Agreement on December 4, 2012.

Recommendations:

The staff respectfully requests approval of the Interlocal Agreement with Pasco County Board of County Commissioners/Pasco County Emergency Services Department.

RA:rmh

Attachment(s)



RECEIVED

10/31/12 Pam

**INTERLOCAL AGREEMENT BETWEEN
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AND
THE DISTRICT SCHOOL BOARD OF PASCO COUNTY FOR THE
EMERGENCY MEDICAL RESPONDER COURSE CLINICAL EXPERIENCE**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the Pasco County Board of County Commissioners, (hereinafter referred to as the "County"), and the District School Board of Pasco County (hereinafter referred to as the "School Board") (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Florida Statutes, Chapter 163.01, the Florida Interlocal Cooperation Act of 1969, provides that local governmental units may enter into Interlocal Agreements for the purpose of making the most efficient use of their powers through cooperation and coordination; and

WHEREAS, the District School Board of Pasco County offers an Emergency Medical Responder Program that includes a clinical experience at County Fire Rescue Stations and riding with County Emergency Medical Responders (Ride-Along Program) at Fivay, James W. Mitchell, Zephyrhills, and Wiregrass Ranch High Schools; and

WHEREAS, the County and the School Board agree that it is mutually advantageous for the Pasco County Emergency Services Department to provide an opportunity for students to experience the Pasco County Fire Rescue/District School Board Emergency Medical Responder Course Clinical Experience through the Ride-Along Program in accordance with the provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, the terms of which are incorporated herein, the mutual promises herein set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. RECITALS

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. GENERAL PROVISIONS

A. The County, through its Emergency Services Department, and the School Board, through its Supervisor of Community, Career, and Technical Education, agree to provide opportunities for students in the Emergency Medical Responder Program to experience the work of Pasco County Fire Rescue through the Ride-Along Program of the Emergency Medical Responder Course Clinical Experience.

B. The objective and parameters of the Pasco County Fire Rescue/District School Board Emergency Medical Responder Course Clinical Experience, described in Exhibit A, attached hereto and made a part hereof, are agreed to by the County and the School Board.

C. The County and the School Board mutually agree to provide feedback on the Emergency Medical Responder Course Clinical Experience and the Ride-Along Program.

D. As used herein, the following words shall have the following meanings. "Director" shall mean the Emergency Services Department Director or his/her designee. "Facility" shall mean the Pasco County Fire Rescue main office or station. "Administrator" or "Facility Administrator" shall mean a Pasco County Rescue Chief. "Instructor" shall mean a School Board teacher.

E. The County reserves the right to request the School Board to withdraw any student from its facilities whose conduct is not in accordance with acceptable standards of performance, in the opinion of the Director or the Facility's Rescue Chief.

SECTION 3. SCHOOL BOARD'S RESPONSIBILITIES

A. The School Board is responsible for the formal classroom education of the students and to provide concurrent related instruction (formal and informal) as needed to meet the objectives of the program.

B. The School Board is responsible for disclosing to the students all rules and policies associated with the Emergency Medical Responder Course Clinical Experience and the Ride-Along Program and providing to the County executed Pasco County Emergency Services Department Waiver and Permission Forms and Student Confidentiality Statements, attached hereto as Exhibit B, for each participant prior to the students participation at a Facility.

C. The School Board is responsible for instructing students to perform only those competencies agreed upon by the Director of the Pasco Fire Rescue Facility and the Instructor.

D. The School Board agrees to comply with the established policies and practices of the Emergency Services Department when such policies and practices are made known to it and not in conflict with School Board policies or State Board of Education rules.

E. The School Board will conduct background checks on all students prior to their acceptance in the Ride-Along Program. Should the background check disclose adverse information as to any student, the School Board shall remove the student from the Program.

F. The School Board is responsible for instructing students in the Program that they comply with the District School Board's Code of Student Conduct while at a Facility and during the Ride Along.

G. The Instructor will prepare and submit to the Facility Rescue Chief a schedule of training indicating the exact hours that each student will attend the Facility. Any change in the schedule must be approved, in advance, and initialed by the Rescue Chief or his/her designee.

H. The Instructor will provide identification (nametags and/or program patches) for each student.

SECTION 4. THE COUNTY'S RESPONSIBILITIES

A. The County is responsible for assigning the instructor and students to an assigned employee of the Facility in the performance of their duties, in accordance with the schedule of training.

B. The County is responsible for ensuring that any employee to which a student is assigned/supervised by has been screened with the appropriate background check as part of his/her employment and/or through the professional license/certification process related to his/her position.

C. The County is responsible for providing a copy of the work schedule of the facility's employees assigned to a student(s) so that the instructor may make contact as necessary.

D. The County will include the instructor in facility meetings when policies to be discussed will affect or are related to the Clinical Experience/Ride-Along Program.

E. The County is responsible for informing the instructor of concerns regarding the Clinical Experience/Ride-Along Program or an individual student.

SECTION 5. MISCELLANEOUS PROVISIONS

A. Prior Agreements. This Agreement represents the entire Agreement between the parties but for subsequent Memorandums of Understanding as required by this Agreement and supersedes any and all prior agreements, negotiations, or understandings, written or oral, relating to the matters set forth herein. Prior agreements, negotiations, or understandings, if any, shall have no force or affect whatsoever on this Agreement.

B. Assignment. No assignment, delegation, transfer, or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement.

C. Severability. If any part, term, or provision of this Agreement is held to be illegal, unenforceable, or in conflict with any applicable Federal, State, or local law or regulation, such part, term, or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.

D. Amendments. No modification, addendum, or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

E. Sovereign Immunity. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the County and the School Board under Section 768.28, Florida Statutes. The School Board shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the School

Board and the County and/or agency thereof. None of the personnel under contract to, employed by, or volunteering for the School Board shall be deemed in anyway to have any contractual relationship with the County and/or agency thereof. The School Board shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder. The County shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the County and the School Board and/or agency thereof. None of the personnel under contract to, employed by, or volunteering for the School Board shall be deemed in any way to have any contractual relationship with the County and/or agency thereof. The County shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

F. Insurance. The School Board shall obtain and maintain a professional liability insurance policy for each student, instructor, and school participating in the Emergency Medical Responder Course Clinical Experience and the Ride-Along Program in the amount of \$1,000,000.00 each occurrence and \$3,000,000.00 in the aggregate. The Pasco County Board of County Commissioners shall be named an additional insured. Insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII, in accordance with the most current Best's Key Rating. A copy of all Certificate(s) of Insurance must be received by the County prior to the first scheduled date of training at a facility.

G. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any litigation about this Agreement shall be in the 6th Judicial Circuit in and for Pasco County, Florida.

H. Force Majeure. Neither party shall be responsible for events beyond its reasonable control, such as acts of God, weather delays, government restrictions, or unforeseen commercial delays.

I. Third Party Beneficiaries. The parties hereby acknowledge and agree that it is not the intent of any party to this Agreement to confer any rights on any persons or entities other than the parties to this Agreement. No person or entity not a party to this Agreement shall have any claim or cause of action against the County or School Board for the failure of any party to perform in accordance with the provisions of this Agreement except as may be provided by law.

J. Termination. Each party shall have the right to terminate this Agreement, with or without cause, upon giving 30 days written notice to the other party. Upon such termination, all obligations of the parties under this Agreement shall cease.

K. Default. In the event that either party shall fail to perform any of its obligations hereunder, the other party shall deliver written notice thereof to such party specifying the nature of the failure with reasonable detail. Upon receipt thereof, such party shall forthwith proceed to correct any such failure to perform and shall be allowed reasonable time to do so.

L. No waiver. Any failure or refusal of either party to enforce any term or condition hereof shall not be any waiver thereof, or any waiver of any right to enforce any term or condition in tile future.

SECTION 6. TERM

This Agreement shall commence upon execution by both the parties and shall continue for one (1) calendar year therefrom unless terminated sooner by either party as set forth herein.

SECTION 7. NOTICES

All notices required under this Agreement shall be made in writing and served by registered or certified mail, return receipt requested, addressed to:

For the County:

John J. Gallagher, County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654

For the School Board:

_____, Superintendent
Pasco County School Board
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34638

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Pasco County Board of County Commissioners and the District School Board of Pasco County on the dates indicated below, and shall become effective upon the full execution of same by the last signature.

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

ATTEST:

PAULA S. O'NEIL, Ph.D., CLERK & COMPTROLLER

CHAIRMAN

(SEAL)

DISTRICT SCHOOL BOARD OF PASCO COUNTY

ATTEST:

CLERK

DISTRICT SCHOOL BOARD CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

ATTORNEY FOR DISTRICT SCHOOL BOARD

PASCO COUNTY FIRE RESCUE/DISTRICT SCHOOL BOARD EMERGENCY MEDICAL RESPONDER COURSE CLINICAL EXPERIENCE

EXHIBIT A

A. INTRODUCTION

This is a program approved by the Pasco County Board of County Commissioners and the District School Board of Pasco County.

The importance is understood and recognized that the introduction of high school students to real world experiences in emergency services reinforces and encourages career decisions. In return emergency service agencies become an active participant through their investment of time and resources in providing a positive environment and opportunity for learning.

B. OBJECTIVE

To provide a means for the students currently enrolled in the Emergency Medical Responder Course in the Pasco County school district to obtain experiences in the prehospital setting by riding with Pasco County Fire Rescue (PCFR).

C. TYPES OF CLINICAL EXPERIENCE

1. Ambulance Ride Time
2. Battalion Chief Ride Time

D. CLINICAL EXPERIENCE REQUIREMENTS

1. Ambulance Ride Time
 - a. Student must be 18 years of age prior to the date scheduled to ride on a PCFR ambulance.
 - b. Student must provide their own transportation to and from the assigned PCFR Station.
 - c. Student will report to the assigned station by 0800 hours.
 - d. Student's proof of coverage by the District School Board's liability insurance policy specific to this course must be provided by the District Office.
 - e. Student must have completed the Pasco County Emergency Services (PCES) Authorization to Ride Exhibit B Form.
 - f. Student must have completed HIPAA training and completed the Student Confidentiality Statement.

g. Student must have completed the PCFR Release and Waiver of Liability Agreement Ride-Along Program form.

h. Student must have current certification in cardiopulmonary resuscitation (CPR).

2. **Battalion Chief Ride Time/Private Provider Arrangements**

a. Students under 18 years of age will be accompanied with a Pasco County School District Instructor when riding with a PCFR Battalion Chief or make arrangements to ride with a private provider ambulance company.

b. If riding with a Battalion Chief and School Board Instructor, the students will report to the Pasco County Emergency Services Department (PCESD) main office, 4111 Land O' Lakes Boulevard, Suite 208, Land O' Lakes, by 0800 hours on scheduled date.

c. Students will be picked up from the PCESD main office in Land O' Lakes (address above) on scheduled date by 1600 hours.

d. Students proof of coverage by the District School Board's liability insurance policy specific to this course must be provided by the District Office.

e. Students must have completed the PCES Authorization to Ride Exhibit B Form.

f. Students must have completed HIPAA training and completed the Student Confidentiality Statement.

g. Students must have current certification in CPR.

h. Students under 18 years of age must complete the PCESD Waiver and Permission Form (Minor) (17 Years of Age or Younger) form.

E. CLINICAL EXPERIENCE TIMES

1. Ambulance Ride Time will be 12 hours long and between 0800-2000 hours.

2. Battalion Chief Ride Time will be 8 hours long during regular school hours.

Due to the nature of prehospital emergency care, the duration of an emergency call may extend beyond these time frames. In these situations, the student will be returned to the PCFR station or to PCESD main office as soon as possible.

PCFR will work closely with each high school's teacher to schedule clinical ride time that accommodates the students' other activities. However, due to commitments to the training of PCFR employees, EMT and Paramedic students from Pasco Hernando Community College, there is little opportunity for changes in scheduled ride times or for making up any missing mandatory clinical hours.

F. DRESS CODE

1. Students will be required to follow the high school Emergency Medical Responder program's dress code.

2. Hair will be off collar and controlled.
3. Slacks/pants will be black or dark blue. No denim/jeans will be allowed.
4. Shoes must be black, closed toe, work style with a nonskid sole. No sneakers or similar shoes will be allowed.
5. The student must wear their School District photo ID card.

G. SAFETY EQUIPMENT AND PROCEDURES

1. PCFR will provide the following safety supplies and equipment for the student's use during their ride time:
 - a. Yellow Impact Helmet
 - b. Reflective Vest
 - c. Non-Latex Exam Gloves
 - d. Eye Protection
 - e. Masks
 - f. Gowns
 - g. Protective Sleeves
 - h. Antimicrobial Hand Cleaning Solution
2. Students will wear exam gloves on all calls that present the probability of a patient contact.
3. Students will wear other safety equipment when so directed by PCFR personnel.
4. Students will not enter any designated "Hot Zone" or potential immediately dangerous to life and health (IDLH) atmosphere.
5. Students will adhere to any and all directions or orders issued by a PCFR employee regarding safety matters immediately and without hesitation or question.

H. PERMITTED PROCEDURES, PATIENT INTERACTIONS, AND LIMITATIONS

This program is designed primarily as an observational clinical experience for the high school Emergency Medical Responder student.

1. It will be left to the discretion of the PCFR Paramedic in charge of patient care as to allowing the student to perform any of the following:
 - a. CPR compressions.
 - b. Obtaining basic vital signs (pulse, respirations, blood pressure).
 - c. Applying basic dressings and bandages.
2. The following will not be attempted or performed by the student:
 - a. Lift, carrying, or moving of any patient or assisting with same.

- b. Operating any PCFR equipment or device.

I. **PHOTOGRAPHY AND CELL PHONES**

1. There will be no taking of pictures of any type or with any device during the ride time. This includes but is not limited to still, motion, cell phone, PDA, web cam, etc.
2. Cell phones may be carried by the student during their ride time. Cell phones will be placed on vibrate or the ringer turned off. However, cell phones will not be used during the response to, while on a scene, while treating or attending to a patient, while transporting a patient or while in a medical facility; this includes texting.

**PASCO COUNTY EMERGENCY SERVICES
AUTHORIZATION TO RIDE
EMERGENCY APPARATUS**

EXHIBIT B

NAME (PRINT OR TYPE): _____ DATE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

ORGANIZATION: District School Board of Pasco County High School Emergency Responder Program

POSITION/TITLE: Emergency Medical Responder Course Clinical Experience – High School Student

AUTHORIZED TO RIDE DATES: _____ NUMBER OF DAYS: _____ UNIT: _____

TIME: _____ TO: _____

Paramedics students may only ride additional time if an approval form is attached from the Station Commander.

RECOMMENDED BY: _____ TITLE: _____

THIS SECTION IS FOR EMERGENCY SERVICES ADMINISTRATION ONLY

LIABILITY RELEASE SIGNED AND ATTACHED: Yes No

HIPAA ACKNOWLEDGEMENT FOR ATTACHED: Yes No

APPROVED BY: _____ TITLE: Rescue Chief
Timothy R. Reardon

PASCO COUNTY EMERGENCY SERVICES DEPARTMENT

Student Confidentiality Statement

Given the nature of our work, it is imperative that we maintain the confidentiality of patient information that we receive in the course of our work. The Pasco County Emergency Services Department (PCESD) prohibits the release of any patient information to anyone outside the organization and discussions of Protected Health Information (PHI) within the organization should be limited. Acceptable uses of PHI within the organization include, but are not limited to, peer review, internal audits, quality assurance, and billing. I understand that the PCESD provides services to patients that are private and confidential and that I am a crucial step in respecting the privacy rights of PCESD's patients. I understand that it is necessary in the rendering of PCESD services that patients provide personal information and that such information may exist in a variety of forms, such as electronic, oral, written, or photographic, and that all such confidential information is strictly confidential and protected by Federal and State laws that prohibit its unauthorized use or disclosure for treatment, payment, and health-care operations.

I have attended a mandatory Health Insurance Portability and Accountability Act training session and I agree that I will comply with all confidentiality policies and procedures set in place by the PCESD during my entire employment with the PCESD. If I, at any time, knowingly or inadvertently breach the patient confidentiality policies and procedures, I agree to notify the PCESD Privacy Officer immediately. In addition, I understand that a breach of patient confidentiality may result in suspension or termination of my employment at the PCESD. Upon termination of my employment for any reason or at any time upon request, I agree to return any and all patient confidential information in my possession.

I have read and understand all privacy policies and procedures that have been provided to me by the PCESD. I agree to abide by all policies or be subject to disciplinary action, which may include a verbal or written warning, suspension, or termination of employment, or of any membership or association with the PCESD. This is not a contract of employment and does not alter the nature of the existing relationship between the PCESD and me.

Signature

Date

Printed Name: _____

Bunker Number (if applicable): _____

Parental Signature

Date

Printed Name: _____

EMERGENCY SERVICES DEPARTMENT OF PASCO COUNTY

**RELEASE AND WAIVER OF LIABILITY AGREEMENT
RIDE-ALONG PROGRAM**

STUDENT NAME: _____

ORGANIZATION: Pasco County School Board/School: _____

WHEREAS, the Board of County Commissioners in and for Pasco County, Florida, operates emergency medical services within Pasco County, Florida; and,

WHEREAS, the undersigned is desirous from time to time to ride on emergency medical vehicles operated by Pasco County, Florida, for the purpose of obtaining experience/information/training/education or as a representative of an allied or law enforcement agency; and,

WHEREAS, the undersigned understands and agrees that they are not an employee and/or a volunteer worker for the Pasco County Emergency Services Department; and,

WHEREAS, the undersigned understands and agrees that while riding in an emergency vehicle operated by the Pasco County Emergency Services Department there are some inherent and potential dangerous hazards to the health, safety, and welfare of the undersigned together with certain potential liability situations which Pasco County may ultimately experience as a result of the undersigned riding in emergency medical vehicles operated by Pasco County; and,

WHEREAS, the undersigned is desirous of eliminating all possible liability situations which may be incurred by Pasco County as a result of the undersigned riding in an emergency medical vehicle operated by Pasco County, Florida.

NOW, THEREFORE, for and in consideration of the permission and privilege extended to the undersigned to ride on or in an emergency medical vehicle operated by Pasco County and to attend, witness, and participate in demonstration being conducted by the Pasco County Emergency Services Department for myself, heirs, executors, and personal representatives, I do hereby acknowledge that I am doing so entirely upon my own initiative and I assume any and all risks and responsibility for doing so and I do hereby further release and discharge Pasco County, its officers, agents, and employees from any and all liability, claims, debts, and rights of actions for my death on or account of any injury to me or to my property or any type of damage which may occur as a result from riding in any emergency medical service vehicle operated by Pasco County whether or not such death or injury is due to the negligence (including gross negligence) of any officer, agency, or employee of Pasco County, Florida.

Program Instructor Signature

Student Signature

Date

Program Instructor Printed Name

Student Name Printed

Witness

Date

Witness

Date

**PASCO COUNTY EMERGENCY SERVICES DEPARTMENT
WAIVER AND PERMISSION FORM
(MINOR) (17 YEARS OF AGE OR YOUNGER)**

Participant Information

Please Print

First Name: _____ M.I.: _____ Last Name: _____

DOB: _____ Gender: _____ Emergency Phone Number: _____
(MM/DD/YYYY) (M/F)

Event Information

Name of Event: District School Board of Pasco County High School Emergency Medical Responder Program

Event Date(s): _____

Event Host: Pasco County Emergency Services

Activity(ies): Ride Along in Pasco County Emergency Services Vehicles Responding to Real Requests for Aid

In consideration of your minor child or ward being permitted to participate in the Event and activities referenced above, wherever the Event and/or activities may occur, you hereby attest that, after reading this Pasco County Emergency Services Department Waiver and Permission Form completely and carefully, **including the notice above your signature, as required by Florida Statutes 744.301**, you acknowledge that participation in the Event by your child or ward is entirely voluntary, and that you understand and agree as follows:

RELEASE OF LIABILITY: I agree, on behalf of my child or ward, to waive and release all liabilities, claims, actions, damages, costs, or expenses of any nature ("Claims") associated with all risks which are inherent to his or her participation in the event and/or the activities specified above or other activities conducted in conjunction therewith (the "event/activity") (which risks may include, among other things, exposure to methicillin-resistant *Staphylococcus aureus* (MRSA), *Naegleria fowleri* and coliform bacteria, muscle injuries, heat and stress related issues, cuts, lacerations, and broken bones), whether such risks are open and obvious or otherwise. Further on behalf of myself, I hereby release, covenant not to sue, and forever discharge the Released Parties identified on the second page of this agreement of and from all claims arising in any manner out of or in any way connected with my child's or ward's participation in the event/activity.

INDEMNITY/INSURANCE: I agree to indemnify and hold each of the Released Parties identified on the second page of this form harmless from and against any and all claims arising out of or in any way connected with my child's or ward's participation in the event/activity, wherever the event/activity may occur, including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand and agree that this indemnity includes any claims based on the negligence, action, or inaction of any of the Indemnified Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during, or after participation in the event/activity. I agree that I am not relying on the Indemnified Parties to have arranged for, or carry, any insurance of any kind for my benefit or that of my child or ward relative to my child's or ward's participation in the activities and the

event, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my child's or ward's participation in the event/activity, at my own expense.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that my child or ward is physically fit for participation in the event/activity and has the skill level required in conjunction with the event/activity, and I have not been advised otherwise. I agree that before my child or ward participates in any activity conducted in conjunction with the event/activity, I or my child or ward will inspect the related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my child's or ward's attendance in connection with the event/activity, I authorize any emergency first aid, medication, medical treatment, or surgery deemed necessary by the attending medical personnel if I am not able to act on my child's or ward's behalf. Additionally, I authorize medical treatment for my child or ward, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation, or liability arising out of the provision of, or failure to provide, medical treatment.

EQUIPMENT AND VEHICLES INSPECTION: I, or my child or ward if I am not in attendance at the event/activity, will immediately advise the driver or operator of a vehicle of any unsafe condition that I, or my child or ward if I am not in attendance at the event/activity, observe. I, or my child or ward, will refuse to participate in the Event/Activity until all unsafe conditions observed by me, or my child or ward, have been remedied.

GOVERNING LAW: This Waiver and Permission Form shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Waiver and Permission Form shall be commenced exclusively in the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), **AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF PASCO COUNTY AND THE DISTRICT SCHOOL BOARD OF PASCO COUNTY USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM PASCO COUNTY AND THE DISTRICT SCHOOL BOARD OF PASCO COUNTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND PASCO COUNTY OR THE DISTRICT SCHOOL

BOARD OF PASCO COUNTY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

By signing below, I certify that: (1) I have fully and completely read and understand this Pasco County Emergency Services Department Waiver and Permission Form; (2) I am 18 years of age or older; (3) I am the legal guardian of the minor child identified above; (4) the information set forth above pertaining to my child or ward is true and complete; and (5) I consent and agree to all of the foregoing on behalf of myself and my minor child or ward identified above.

Date

Signature of Parent or Court Appointed Guardian

Printed Name of Parent or Court Appointed Guardian

Participant Information

First Name: _____ M.I.: _____ Last Name: _____

DOB: _____
(MM/DD/YYYY)