

## PRESCRIBED FIRE ACTIVITY VOLUNTEER PARTICIPATION WAIVER

**INSTRUCTIONS:** Before you can participate in Iowa DNR sponsored prescribed fire activity, this participation waiver must be completed, signed by you and **returned to your Burn Leader. Participant must be 18 years of age or older.** Please read this form carefully as it is a legal document that can affect your rights.

(Please PRINT)

Participant's Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

In exchange for and as a condition of being allowed to participate in the Iowa DNR sponsored prescribed fire activities, the Participant agrees as follows:

1. Participant acknowledges that the Iowa DNR sponsored prescribed fire activities include the use of hand equipment, arduous activity, motorized fire equipment and live fire.
2. Participant understands that there are risks and dangers associated with the use of fire tools and equipment, arduous activity, motorized equipment and live fire, including serious bodily injury, death and property damage. Participant agrees to assume all risks, inherent or otherwise, that may occur due to, arise out of or be in connection with Participant's participation, including without limitation the risk of serious bodily injury, death and property damage. Participant further agrees to assume all risks, inherent or otherwise, that may occur due to, arise out of, or be in connection with the participation of others in the prescribed fire activity, including without limitation other participants; instructors/coaches; staff or volunteers.

**NOTE:** Please be advised that it is not possible to list all of the activities and related risks that Participant may encounter by participating in the prescribed fire activity. There may be risks that are not known to Participant, or to other participants involved in the prescribed fire activity, including staff or volunteers, Iowa DNR, and may not be foreseen or reasonably foreseeable by anyone at this time or at the time of the activities in which Participant participates. Participant agrees to assume all risks of serious bodily injury, death and property damage, and all other risks of participation in prescribed fire activity, whether or not described to Participant.

3. Participant further covenants not to sue and agrees to release, waive, and discharge the Iowa DNR, host organizations and each of their respective directors, officers, employees, agents or volunteers (collectively, "Released Parties"), from any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) that Participant may suffer, directly or indirectly, due to, arising out of or in connection with Participant's participation or conduct (negligent or otherwise) in the prescribed fire activities or the conduct (negligent or otherwise) of other participants in the prescribed fire activity, including without limitation, the conduct (negligent or otherwise) of the Released Parties.
4. To the fullest extent allowed by law, Participant agrees to defend, indemnify and hold the Iowa DNR, host organizations and each of their respective directors, officers, employees, agents or volunteers, harmless from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) by third parties (including Participant's own family) for any bodily injury, death or property damage or other incident occurring due to, arising out of or in connection with Participant's own participation or conduct (negligent or otherwise) in the prescribed fire activity.
5. **Medical Attention:** Participant gives his/her consent to Iowa DNR, and the host organization of any prescribed fire activities to provide, through a medical staff of their choice, customary medical/athletic training attention, transportation and emergency services as warranted in the course of participation in prescribed fire activity.
6. Participant grants to the Iowa DNR permission to reproduce, publish, distribute, or otherwise use in any reasonable manner Participant's name, photograph, likeness and statements in connection with the promotion of the Iowa DNR, in all media, including, without limitation, the Internet, news articles, advertisements or other electronic or print materials. Participant further covenants not to sue and agrees to waive, release and discharge the, Iowa DNR from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) arising out of or in connection with the use of Participant's name, photograph, likeness and statements, including, without limitation, any and all claims for invasion of privacy, publicity, defamation and/or portrayal in a false light, copyright infringement and any claims and/or demands for compensation or royalties.
7. Participant's signature below indicates that Participant has read and fully understands this entire Consent & Waiver, and that it shall be binding upon Participant, his representatives, heirs, assigns and next of kin.
8. For purposes of this document, any reference to the Iowa DNR shall include their respective directors, officers, authorized agents, employees and volunteers of those organizations.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_