

NON-EMPLOYEE VOLUNTARY PARTICIPATION AND  
ASSUMPTION OF RISK, WAIVER RELEASE & INDEMNIFICATION  
AGREEMENT

Apex Paramedics provides medical transportation and/or medical services and activities related thereto (hereinafter referred to as "Response Services"). I, (Participant Name) \_\_\_\_\_ desire to participate in, observe and/or otherwise take part in Response Services. I ACKNOWLEDGE THAT MY PARTICIPATION IN THE RESPONSE SERVICES IS STRICTLY AS AN OBSERVER AND I FURTHER ACKNOWLEDGE THAT I WILL NEITHER BE PERMITTED TO NOR WILL I RENDER ANY PATIENT CARE.  
\_\_\_\_\_ INITIALS

In consideration of Apex Paramedics' consent to allow to participate in its inherently dangerous and risky activity of Response Services, I hereby knowingly, freely and voluntarily agree as follows:

Representations.

I represent to Apex Paramedics, that I am legally competent and age eighteen or older and my driver's license number is \_\_\_\_\_ for the State of \_\_\_\_\_ which states my birth date as \_\_\_\_\_. I acknowledge that I am not an employee or agent of Apex Paramedics. I understand that if I have an infectious disease, or a medical condition which could be triggered by participating in Response Services or if I am not physically capable and mobile to enable me to move without assistance that I would endanger the public and/or myself so that I represent that I do not have any of the above conditions. I understand that if I received a small pox vaccination that I may be contagious for up to four (4) weeks after my inoculation and I specifically represent that I have not had the small pox vaccination or it has been at least four (4) weeks from inoculation. \_\_\_\_\_ INITIALS

Medical (Applicable. to Medical Doctors Only).

If the non-employee ride along is a Medical Doctor, I specifically agree and understand that patient care and/or treatment is outside the scope of this Agreement and any patient treatment or care that I provide is treatment or care delivered during my medical practice. \_\_\_\_\_ INITIALS

Disclaimer of Warranty.

I understand that each situation that Apex Paramedics respond to is based on incomplete, and limited information provided and often under extreme and emergency conditions and which may or may not be ultimately accurate. Moreover, I understand that each situation will contain unforeseen and unknown hazards, dangers and risks to me and to Apex Paramedics. Apex Paramedics' Response Service is based upon whatever current information is available, at the time the Response Services are provided so I expressly understand and agree that Apex Paramedics makes no representation or warranty expressed or implied, written or oral regarding Response Services to me and what I may or may not be exposed to. \_\_\_\_\_ INITIALS

Assumption of Risk.

I voluntarily and freely, with full understanding, that I may be exposing myself to extreme danger, emotional trauma and other risks. I assume all risks in connection with the Response Services. I acknowledge that participating in Response Services may result in, but is not limited to bodily injury, death, emotional trauma, burns, extreme noise, extreme lights and/or exposure to hazards and/or

diseases like airborne or bloodborne pathogens, bacteria or other harmful transmissions to me. Exposure to an airborne or bloodborne pathogen may result in the transmission of AIDS, hepatitis, TB or other infectious diseases. \_\_\_\_\_ INITIALS

Endangerment.

I AGREE TO FOLLOW ALL INSTRUCTIONS, PROCEDURES, MEASURES AND DIRECTIONS GIVEN BY APEX PARAMEDICS AND UNDERSTAND MY FAILURE TO DO SO MAY RESULT IN PROPERTY DAMAGE, INJURY OR DEATH TO ME OR TO A THIRD PARTY. I UNDERSTAND THAT MY PARTICIPATION IN RESPONSE SERVICES MAY BE TERMINATED AT ANY TIME FOR ANY REASON BY APEX PARAMEDICS. \_\_\_\_\_ INITIALS

Insurance

I understand that I am completely responsible for all insurance coverage which I may wish to purchase to cover my participation in the Response Services. \_\_\_\_\_ INITIALS

Confidentiality of Protected Health Information.

During my participation in Response Services, I acknowledge that I may be exposed to confidential information and/or Protected Health Information (for example, patient identity, care and/or treatment information) as defined under HIPAA (referenced below) and understand that I am legally obligated and personally responsible for holding this information confidentially and not disclosing it to anyone unless such disclosure is permitted under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 ("HIPAA"), and the regulations promulgated thereto, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards") as well as other relevant federal and state laws. \_\_\_\_\_ INITIALS

I acknowledge that Apex Paramedics and the activities involved in Response Services are subject to broad, extensive and comprehensive privacy and confidentiality laws and regulations protecting patient care information. Information regarding a patient is strictly confidential, its disclosure to anyone not specifically permitted is strictly prohibited by law. I specifically agree, prior to participation in the Response Services, not to take copies of or disclose to the media or anyone any information I receive, observe, view and/or otherwise have access to arising out of, in any manner whatsoever; my participation in Response Services, unless required by law and you have provided notice to Apex Paramedics of the request prior to disclosure; adhere to HIPAA and other federal and state privacy laws and regulations; keep all Protected Health Information as defined by HIPAA confidential; and not to disclose any Protected Health Information and/or other confidential information unless so permitted under applicable law. \_\_\_\_\_ INITIALS

Compliance with Applicable Law.

I agree to comply with all Applicable Law during my participation. "Applicable Law" shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or Executive Orders, as amended. \_\_\_\_\_ INITIALS

WAIVER INDEMNITY & RELEASE

I waive, release, discharge and indemnify Apex Paramedics, affiliates, medical director, and their respective officers, directors, stockholders, employees, agents, representatives, insurers, successors

and assigns, of and from any claim, demand, right or cause of action, of any kind or nature whatsoever, whether based on tort, contract, warranty, or other theory of recovery, at law or in equity, vested or contingent, that I or my spouse, family, parents, children, estate, heirs, agents, insurers, successors or assigns may at any time have as a result of the Response Services for Apex Paramedics. \_\_\_\_\_ INITIALS

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE APEX PARAMEDICS, SUBSIDIARIDS AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, INSURERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR, FROM AND AGAINST ALL LIABILITY TO ARISING FROM THE RESPONSE SERVICES APEX PARAMEDICS IS INVOLVED IN. THIS INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING THE RESPONSE SERVICES, INCLUDING, WITHOUT LIMITATION, DEATH, INJURY, EMOTIONAL TRAUMA, BURNS, ILLNESS, DISABILITY, EXTREME LIGHTS, EXTREME NOISE OR OTHER DAMAGE TO MY PERSON AND/OR PROPERTY OR THIRD PARTY, AND ALL RISKS CONNECTED THERETO, WHETHER FORESEEN OR UNFORESEEN, RESULTING FROM NEGLIGENCE OR OTHERWISE. \_\_\_\_\_ INITIALS

I agree that this Waiver, Release and Indemnity is intended to be as broad and inclusive as permitted by the laws of the State of Colorado. Any provision of this Waiver, Release and Indemnity shall be ineffective or invalid, such provision shall be ineffective or invalid only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Waiver, Release and Indemnity, which shall remain in full force and effect. \_\_\_\_\_ INITIALS

Duty to Inform

So long as I participate in Response Services, in the event any representation or obligation of mine in this Agreement is no longer accurate, or true, I agree to inform Apex Paramedics immediately in writing of such occurrence. I realize that Apex Paramedics is relying upon my representations and agreements made in this Agreement and that my failure to adhere to this Agreement could seriously injure someone, cause their death or damage property. \_\_\_\_\_ INITIALS

Members of the Media (Applicable to all people in the media and press)

The undersigned specifically acknowledges and agrees that he/she shall not publish, release and/or broadcast, or transfer, assist, and/or otherwise enable anyone or any company in publishing, releasing and/or broadcasting in any media form or outlet, any individually identifiable health information ("Protected Health Information") of any type without the expressed written consent of the patient whom is the subject of the information (or his or her legal representative), as well as Apex Paramedics. \_\_\_\_\_ INITIALS

I HAVE READ THIS ENTIRE AGREEMENT BEFORE SIGNING IT, AND FULLY UNDERSTAND AND AGREE TO ITS TERMS.

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

Home Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_