

BEYOND THE CAUTION TAPE VISITATION PROGRAM

INDEMNIFICATION FORM

**WAIVER AND RELEASE OF CLAIMS FOR FACILITY TOUR AGREEMENT
ASSUMING RISK OF INJURY, DEATH, OR DAMAGE.**

*****CAUTION---READ THIS DOCUMENT IN FULL BEFORE SIGNING*****

Whereas, I, _____, desire to participate in the “Beyond the Caution Tape” Program (“Program”) at the County of San Diego’s Department of the Medical Examiner (“Medical Examiner’s Office”), on _____, located at 5570 Overland Avenue, Suite 101, in the City of San Diego, California 92123, on the conditions SET FORTH HEREIN. This Program is facilitated by DUNAMAI Ministries, a nonprofit 501(c)(3), of which I am a participant as part of _____ (i.e. court order; referral from Probation). I knowingly and voluntarily do hereby agree to the following:

1. ASSUMPTION OF RISK OF INJURY, DEATH, OR DAMAGE

I understand that as a participant of this Program I may be exposed to ongoing autopsies, body parts, body tissue and fluids, corpses, and similar subject matter, some of which may be difficult to observe and hazardous to my health and safety, including but not limited to risk of disease, infection, AIDS, TB, contamination, personal injury, death, or damage to my person or my property.

That by touring the facility or any part thereof, I freely, voluntarily, and with such knowledge, assume the risks inherent, including but not limited to risk of disease, infection, AIDS, TB, contamination, personal injury, death or damage to my person or property arising from or in any way connected to my participation in this Program, whether known or unknown at the present time.

2. NEITHER COUNTY OF SAN DIEGO NOR DUNAMAI MINISTRIES IS LIABLE FOR PERSONAL INJURY, DEATH, OR DAMAGE TO PERSON OR PROPERTY.

In consideration of the opportunity to participate in this Program, I hereby release and forever hold harmless the County of San Diego, its officers, employees, agents, and independent contractors (collectively referred to in this Agreement as the “County”) and DUNAMAI, its officers, employees, agents, and independent contractors from any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages, liability, attorneys fees, or expenses of every kind and nature whatsoever (collectively referred to as “Claims”), that I have or hereafter may have, on account of or in any way

growing out of damages or injuries, known or unknown at the present time, resulting or to result from my participation in this Program.

3. INDEMNIFICATION OF COUNTY AND DUNAMAI; RELEASE OF ALL CLAIMS FOR INJURY, DEATH, OR DAMAGE TO PERSON OR PROPERTY.

I, my heirs, executors, administrators, assigns and personal representatives shall defend, indemnify and hold harmless the County of San Diego and DUNAMAI Ministries, against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages, liability, attorneys fees, or expenses of every kind and nature whatsoever (collectively referred to as "Claims"), whether known or unknown, suspected or unsuspected, which arise out of or are in any way connected to my participation in the Program, to the extent that such Claims arise either directly or indirectly, whether in whole or in part, from any act, error, omission or negligence by me, including without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County and/or DUNAMAI. I shall have no obligation, however, to defend or indemnify County or DUNAMAI from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of the County.

At its sole discretion, the County and DUNAMAI may participate at its own expense in the defense of any claim, but such participation shall not relieve me, my heirs, executors, administrators, assigns and personal representatives of any obligation imposed by this Agreement.

4. WAIVE AND RELEASE LIABILITY FOR REQUIRED MEDICAL TREATMENT AND COSTS.

If, in the County and/or DUNAMAI'S sole discretion, it is determined that I require medical treatment during my participation in the Program, I hereby waive and release any liability and responsibility against the County or DUNAMAI for said medical treatment and agree that I will be responsible for the cost of any medical treatment received.

5. PHOTOGRAPHS, VIDEO, CELL PHONES AND OTHER PROHIBITED ACTIVITIES

I shall not remove, contact or touch any property or thing of the Medical Examiners, including any body or remains thereof, including any photographs of deceased persons that are presented as part of the program.

I shall not photograph, video record, video tape, film or otherwise preserve the image of any person, body part or remains located in the San Diego County Medical Examiners facility that I observe while participating in the Program.

The San Diego County Medical Examiner and/or DUNAMAI has the authority to confiscate any and all camera, cell phone with camera, video / audio equipment or other filming equipment used in violation of this agreement.

The San Diego County Medical Examiner and/or DUNAMAI Ministries has the authority to retain and hold any camera, video/audio, cell phones, and filming equipment brought by tour participants prior to participation in the Program. Said equipment will be returned upon departure from the San Diego County Medical Examiner's Facility.

6. VOLUNTARY PARTICIPATION

I agree that my participation in this Program is voluntary. I understand that if at any point I feel I am participating against my own free will, cannot agree to the terms set forth above, and/or cannot complete the Program for any reason, that I may return to court and /or my probation officer to terminate my participation, notwithstanding the provisions agreed to herein, and seek another order/assignment.

I HEREBY REPRESENT THAT I HAVE CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND I DECLARE THAT I SIGN THE SAME OF MY OWN FREE WILL.

Signature of Declarant

Date

Agency/Office/Address

Telephone No.

Emergency Contact Name

Telephone No.

Signature of Parent/Guardian (for those under 18 years old)

Date

Signature of Authorizing Staff

Date