



## *Sherrills Ford – Terrell Fire & Rescue, Inc.*

*4011 Slanting Bridge Road*

*Sherrills Ford, NC 28673*

### **LIABILITY WAIVER FOR PARTICIPATING PHYSICAL AGILITY TEST**

#### **Acknowledgement and Release of Liability**

I request authorization to participate in Physical Agility Test through the fire department. I acknowledge that my participation is expressly conditioned on my agreement to each of the terms in this document. I acknowledge and agree as follows:

1. Physical Agility Testing may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any Physical Agility Testing. My participation is a voluntary in all respects and I assume all risks of injury and illness that may result from participation in the Sherrills Ford-Terrell Fire & Rescue, Inc. Physical Agility Test.
2. As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss which I may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with the Physical Agility Testing Process. I acknowledge that my participation in these activities is voluntary and at any time I may stop or quit participating in the process.
3. I hereby fully release and discharge that Sherrills Ford – Terrell Fire & Rescue, Inc. and their agents, employees and the sponsors (collectively, the “Released Parties”) from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me based on my participation in Physical Agility Testing Process. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties’ negligence. I covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.
4. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys’ fees, sustained by me arising out of, connected with, or in any way associated with my participation in fire department Physical Agility Test Process.
5. In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.
6. I understand that it is my responsibility to consult a physician before I undertake any Physical Agility Testing. I certify that I am in good health and sufficient physical condition to properly participate in the Physical Agility Testing Process through Sherrills Ford – Terrell Fire & Rescue, Inc.; that I am knowledgeable about the proper use of any and all equipment that I will be using during the testing process and the rules of safety of the Physical Agility Testing Process.

I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Release Parties. I am 18 years old or older. I understand that my signed waiver will be retained by the fire department. This document is binding upon me and my heirs, children, wards, personal representatives and anyone entitled to act on my behalf.

Signed: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Witness Signed: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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