

## Tallahassee Fire Department Physical Ability Test Waiver of Liability and Hold Harmless Agreement

I,	, residing at	
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in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_

acknowledge that I have voluntarily applied to participate in the **Tallahassee Fire Department's Physical Ability Test (PAT).** I have had the opportunity to review the department's PAT description of events and view the department's PAT video. I have acquired a physician's statement for my participation in this test.

Prior to participating in this test, I will be given instructions for each of the events that make up the test. My participation in the **Tallahassee Fire Department's PAT** is voluntary with the knowledge of the risks and hazards involved and I voluntarily assume full responsibility for any and all risks of loss, personal injury, death, or property damage.

In consideration of being permitted to use equipment, facilities, and structures owned by the City of Tallahassee for the purpose of participating in the **Tallahassee Fire Department's PAT** and receiving instruction by the Tallahassee Fire Department, I agree that I and my heirs, distributes, guardians, legal representatives, and assigns will not make a claim against, sue, attach the property of, or prosecute the Tallahassee Fire Department, its officers, employees, or agents, or the City of Tallahassee or any affiliated agency for any loss, personal injury, death, or property damage occurring to me as a result of my participation in the **Tallahassee Fire Department's PAT**. In addition, I release and discharge the Tallahassee Fire Department, its officers, employees, or agents, and the City of Tallahassee from all actions, claims, or demands that I and my heirs, distributes, guardians, legal representatives, or assigns now or in the future may have for any loss, personal injury, death, or property damage resulting from my participation in the **Tallahassee Fire Department's PAT**.

I agree for myself and my heirs, distributes, guardians, legal representatives, and assigns that in the event that any claim for loss, personal injury, death, or property damage shall be prosecuted against the Tallahassee Fire Department, its officers, employees, or agents, or the City of Tallahassee for actions taken as part of my participation in the **Tallahassee Fire Department's PAT**, I shall indemnify and hold harmless the Tallahassee Fire Department, its officers, employees, or agents, and the City of Tallahassee from any and all such claims or causes of action (including attorney's fees and costs) by whomever made and wherever presented.

In signing this release, I acknowledge that I have carefully read the above Waiver of Liability and Hold Harmless Agreement and fully understand its contents; I am aware that this is a release of liability and a contract between myself and the City of Tallahassee and sign it voluntarily of my own free will; and I am at least eighteen (18) years of age and fully competent.

Signature

Date

STATE OF COUNTY OF

I HEREBY CERTIFY that on this day, before me, personally appeared \_\_\_\_\_

personally known; produced ID (type id:

who executed the foregoing instrument, and he/she acknowledges before me that he/she executed the same.

Witness my hand and seal in the State and County last aforesaid.