

City of Tallahassee Fire Department

Consent and Liability Release and Assumption of Risk

In consideration of being allowed to participate with the City of Tallahassee Fire Department "Fire Cadet Program" (hereinafter "Event"), I, _____ (Print Name), acknowledge, appreciate, and agree to the terms of this Release and Assumption of Risk, and grant this Release and Assumption of Risk in favor of the City of Tallahassee, its employees, officers, officials, agents and/or legal representatives. I further understand that my ability to participate as a passenger in a Fire Rescue vehicle is contingent upon execution of this Release and Assumption of Risk.

1. I acknowledge that riding as a participant in a City of Tallahassee Fire Department vehicle is an inherently dangerous activity and **FULLY ASSUME THE RISKS ASSOCIATED WITH THIS EVENT INCLUDING**, by way of example, and not limitation, the following: the dangers of exposure to physical harm or injury while attending regular meetings, events or during training exercises; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with the Event.

2. I, for myself, and on behalf of my heirs, assigns, representatives, next of kin, and successors, **HEREBY RELEASE THE CITY OF TALLAHASSEE** and the City of Tallahassee Fire Department, together with their respective employees, officers, agents, attorneys, officials, administrators, successors and assigns, with respect to any and all **INJURY, DISABILITY, DEATH** or loss or damage to person or property resulting from said Event, to the fullest extent permitted by law.

3. I, for myself, and on behalf of my heirs, assigns, representatives, next of kin, and successors, **HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY OF TALLAHASSEE** and the City of Tallahassee Fire Department, together with their respective employees, officers, agents, attorneys, officials, administrators, successors, and assigns, from any and all liability incident to the fullest extent permitted by law.

4. (Under the age of 18) I am the parent, guardian, or legal representative of (Child/Children). **I HAVE READ AND I UNDERSTAND THIS RELEASE AGREEMENT.** In consideration of allowing my Child/Children to participate in said Event, I consent to it and agree that **THE TERMS OF THIS AGREEMENT SHALL LIKEWISE BIND ME, MY CHILD**, my heirs, assigns, representatives, next of kin, and successors. **Being involved in a Fire Cadet Program can be physically demanding at times and by signing below, I agree that this applicant can meet the health and physical fitness requirements of such activities. A physical examination by a physician, similar to the Florida High School Athletic Association EL2 physical, is highly recommended prior to starting the program.**

UNDERSTANDING OF RISK

I HAVE READ THIS LIABILITY RELEASE AND ASSUMPTION OF RISK. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS DOCUMENT FREELY, VOLUNTARILY, AND WITHOUT ANY INDUCEMENT.

Cadet (Print Name): _____ Date: _____

Cadet (Signature): _____ Date: _____

Parent/Guardian Print Name (if under 18): _____

Parent/Guardian Signature (if under 18): _____ Date: _____

Witness (Print Name): _____ Date: _____

Witness (Signature): _____