

**FREDERICK-FIRESTONE
FIRE PROTECTION DISTRICT**



AGILITY TEST RELEASE FORM

THIS RELEASE executed on this _____ day of _____ 2010, by the undersigned, hereinafter referred to as Releaser, states as follows:

IN CONSIDERATION of being permitted to participate in the physical exercise, and or other physical activities and test to be performed by me as part of my application to become a member of the Frederick-Firestone Fire Protection District, a quasi-municipal corporation. Releaser, for self and personal representatives, heirs, and next of kin, hereby releases, waives, discharges and covenants not to sue the Frederick-Firestone Fire Protection District a quasi-municipal corporation, organized and existing under the laws of the State of Colorado, its officers, directors, employees, and members and all other persons associated with the District, all for the purpose herein referred to as Releasee, from all liability to the claim of damage and any claim or damage therefore, as a result of injury to the person or property or resulting death of the Releaser, whether caused by negligence or Releaser or otherwise while the Releaser is participating in said physical exercises and tests.

Releaser agrees to indemnify the Releasee from any loss liability, damage or cost Releasee may incur due to the presence of Releaser in or upon the test area, whether caused by negligence or the Releasee or otherwise.

Releaser hereby assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasee or otherwise while in or upon the test area, and/or while testing and participating in said physical tests and acknowledges and represents that Releaser is in good health and good physical condition, and knows of no limitations or condition which may cause a risk of physical injury or death.

Releaser expressly agrees that this Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Releaser, being of lawful age, in consideration of being permitted to participate in said physical tests and exercises, does for himself or herself, his/hers heirs, executors, administrators and assigns, release and forever discharge the Frederick-Firestone Fire Protection District, its officers, directors, and employees, their heirs, administrators and executors of and from any and every claim, demand action or right of action, for whatsoever kind or nature, either in law or in equity arising from or by reason or any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participating in said physical tests and activities or any activities in connection with said physical tests and activities whether by negligence or not.

I further release all personnel, employees, officials, and directors of the Frederick-Firestone Fire Protection District from any claim whatsoever as a result of first aid treatment or service rendered to me during my participation in said physical tests and activities.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital. Releaser further states that he/she has carefully read the foregoing release and knows and understands the contents thereof and signs this release as his/her free and voluntary act.

IN WITNESS WHEREOF, Releaser has executed the release this _____ day of _____, 2010.

Releaser (Printed Name)

Releaser (Signature)