



**OFFICIAL WAIVER OF LIABILITY AND RELEASE OF ALL CLAIMS
FIREFIGHTER PHYSICAL FITNESS EXAMINATION**

Applicants: Please provide this form at the time and date of the physical fitness examination.

IMPORTANT: This form must be signed, notarized, and submitted during registration of your scheduled physical fitness examination in order to be considered valid.

READ THIS FORM CAREFULLY AND COMPLETELY. THEN SIGN AND DATE THE FORM ON THE REVERSE SIDE

1. I declare and represent that I received the Physical Fitness Examination Explanation and Preparation Guide. I further declare and represent that I am now in good health, that I am familiar with and understand the nature of the Fitness Physical Assessment being conducted by Mifflin Township, that I am physically and medically fit for the participation in said test, and that my personal attire is safe and fit for participation in said test. With respect to all matters pertaining to my participation in said test, I personally assume any and all risks of injury, including death, damage, or loss which I may sustain as a result of participating in any activities associated with said test.
2. I hereby consent and agree to all of the following terms and conditions:
 - a. Acknowledgement of Risk - As a participant in the Fitness Physical Examination, I recognize and acknowledge that there are certain risks of physical injury. I agree to assume the full risk of any injury, including death, damage or loss which I may sustain as a result of participating in any and all activities connected with or associated with said test.
 - b. Waiver of Liability and Release of All Claims - I do hereby for myself, heirs, executors, and administrators, and other parties claiming under or through me, fully waive, relinquish, release, and forever quit-claim and discharge Mifflin Township and all of its elected officials, officers, agents, employees, servants, monitors, and examiners from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related in any way to any loss, damage, or injury (including death) that may be sustained by me while participating in the Fitness Physical Assessment, or upon the premises where said test is being conducted, whether said loss, damage, injury or death results from the negligence of Mifflin Township and its elected officials, officers, agents, employees, servants, monitors, or examiners, or is otherwise caused.
 - c. Indemnity and Defense - I do hereby agree, for myself, heirs, executors and administrators, and other parties claiming under or through me, to indemnify and hold harmless and defend Mifflin Township and its selected officials, officers, agents, employees, servants, monitors, and examiners from any and all claims, suits or demands, actions, or causes of action whatsoever arising out of or related in any way to loss damage, or injury (including death)

that may be sustained by me while participating in the Fitness Physical Assessment, or upon the premises where said test is being conducted.

- d. Other - I understand that the test administration staff may remove me from the test if they believe that I might endanger myself or be an endangerment to others.
- e. Other - I give my permission to Mifflin Township to use photographs, videotapes, or other visual records of me that are made during the course of the Test.

I _____ *hereby certify and declare that I have read all of the*
Printed Name

foregoing terms, conditions, and declarations and I fully understand and agree to them.

Signature

Subscribed and sworn personally before me by the above-named Affiant, this _____ day of _____, 20____, at _____, in the County of _____, and State of Ohio.

(Seal)

Printed Name of Notary

Signature of Notary

Date Notary Commission Expires