CPAT WAIVER

print name of participant

I, _____, in consideration of being permitted to take the Candidate Physical Ability Test (CPAT), hereby acknowledge and agree as follows:

1. I have been informed of and understand the physical effort required and nature of the activities I may perform while participating in CPAT. By signing this waiver, I represent that I am qualified, in good health, and in proper physical condition to participate in the CPAT. I acknowledge that if I believe conditions involved in my participation in CPAT are unsafe, I will immediately discontinue participation. I also acknowledge that I am voluntarily participating in CPAT as part of my application for employment.

2. I understand that I will be asked to perform eight physical tasks and will be given specific instructions (by videotape and proctors) regarding the manner in which these physical tasks are to be performed. The eight physical tasks are:
   a. Stair Climb
   b. Hose Drag
   c. Equipment Carry
   d. Ladder Raise and Extension
   e. Forcible Entry
   f. Search
   g. Rescue
   h. Ceiling Breach and Pull

3. I understand fully that my participation in CPAT may involve the risk of injury, including serious bodily injury and death, which may be caused by my own or others' actions or inactions, or those of others participating in CPAT, and I voluntarily and fully assume all risks relating to my participation in CPAT. By assuming all of the risks, I agree that the IAFF and the *Division of Fire Services Administration & the Connecticut Fire Academy,* and their respective officers, directors, commissions, employees, agents, and representatives (hereinafter collectively referred to as the CPAT Administrators), shall not be liable for any claims, actions, causes of action, damages, or demands, in law or equity and of any kind of character, on account of personal injury or damage to me or my property.

4. I understand the CPAT Administrators will not provide medical or health insurance coverage to me during any aspect of my participation in CPAT.

5. I fully accept and assume all responsibility for losses, costs, and damages that I incur as a result of my participation in CPAT, and accordingly, I, individually and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, and hold harmless the CPAT Administrators from any and all liability whatsoever for any and all damages, losses, cost, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses, and costs, including attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in CPAT.

CPAT WAIVER

6. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release and forever discharge the CPAT Administrators from any and all liability, loss, damage or expense, including attorney fees, that I or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorney fees, which arise out of, occur during, or are in any way connected with my participation in CPAT.

7. To the extent that I, individually, or my heirs, successors, assigns, or personal representatives bring a claim of any kind whatsoever against the IAFF, I agree that this waiver, release, and indemnification agreement is to be construed under the laws of the District of Columbia, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. Any claims or causes of action arising out of or related to my participation in CPAT shall be tried exclusively in the courts of the District of Columbia, or (if such claims are permitted by law) in the U.S. District Courts for the District of Columbia.

8. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

9. I certify the information provided on this form is true and accurate.

_____ _____

Signature of Participant Date

If participant is under 18 years of age, the participant's parent or legal guardian must also sign this waiver below:

I, _____, am the parent/guardian of the participant signing this waiver, and I consent to their participation; and agree and acknowledge the information provided in this waiver.

_____ _____

Signature of Parent/Guardian Date