

## Waiver, Release And Hold Harmless Agreement

I have been read the conditions and terms of this ability test, and I do fully understand what is expected of me. Part 1 is not timed but is a pass/fail event. Part 2 is a timed event and I must complete Part 2 in no more than six (6) minutes. I have only one chance to perform this test. I will be video recorded and timed for Part 2 of the testing process. If I complete this course, I will be allowed to take the written exam for the position of firefighter. If I exceed the 6-minute time limit, I will not be allowed to take the written test or try the ability test again during this phase of testing.

In consideration of permission granted by The City of Columbia allowing me to participate in \_\_\_\_\_ (the "Activity"), which will occur on \_\_\_\_\_, I represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily and assume all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of The City of Columbia and/or its or their departments, affiliates, employees, officers, agents or insurers ("Released Parties").
2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.
4. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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Applicant's Signature

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Printed Name

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Witness's Signature

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Printed Name