

PARTICIPANT NAME: _____

Print Name Above

WEST METRO FIRE PROTECTION DISTRICT RELEASE

This release executed on _____, by the undersigned, hereinafter referred to as Releasor, states as follows:
Date

In consideration of being permitted to participate in the physical exercise, obstacle course, physical activities, physical agility practices sessions and/or tests to be performed by me as part of my application to become a member of the West Metro Fire Protection District, a quasi-municipal corporation, Releasor, for himself or herself, and personal representatives, heirs and next of kin, hereby releases, waives, discharges and covenants not to sue the West Metro 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 purposes herein referred to as Releasee, from all liability to the Releasor, his or her personal representative, assigns, heirs and next of kin for all loss or damage and any claim or damage therefore, as a result of injury to the person or property or resulting in death of the Releasor, whether caused by negligence or Releasee or otherwise while the Releasor is participating in said physical exercises and tests.

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

Releasor 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 competing and participating in said physical tests, practice sessions and/or training sessions, and acknowledges and represents that Releasor is in good health and good physical condition, and knows of no limitation or condition which may cause a risk of physical injury or death.

Releasor 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.

Releasor, being of lawful age, in consideration of being permitted to participate in said physical tests and exercises, does for himself or herself, his/her heirs, executors, administrators and assigns, release and forever discharge the West Metro 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 of 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 participation 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 West Metro 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, practice sessions, workouts, stretching, yoga and exercise activities including warm-up and cooldown.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

Releasor further states that he/she carefully read the foregoing release and knows and understands the contents thereof and signs this release as his/her free and voluntary act.

Print Name

Signature

