



## ***Brock University Firefighter Screening Services Assumption of Risk and Release of Liability Form***

In order to assess a firefighter applicant's physical fitness, occupational skill and psychological aptitude, the undersigned must complete the following tests: a clinical assessment, an occupational assessment and an aptitude assessment (the "Tests"). By signing this document you indicate that you fully understand the risks involved with the Tests and agree to assume such risks. Further, you agree to waive certain legal rights that you may have against Brock University should you suffer any damages to yourself or your personal property, or cause any damage to a third party, during the administration of the Tests.

**Please read carefully!**

**Name of Participant** (please print): \_\_\_\_\_

### **Description of Risks**

I am aware that by participating in the Tests that I will be exposed to the following inherent risks, including but not limited to:

- injuries from vigorous physical exertion and strenuous cardiovascular output;
- injuries from demanding physical techniques and maneuvers;
- injuries from falling and impacting against the floor, stairs or equipment;
- injuries from collisions with walls, low ceilings and equipment.

Further, I am aware:

- that injuries sustained during the Tests may be severe;
- that the risk of injury increases as I become fatigued;
- that it is my responsibility to ensure I am physically fit to participate in the Tests.

### **Assumption of Risk**

I hereby agree to assume all risks arising out of, associated with or relating to my participation in the Tests. I agree to be solely responsible for any injury, loss or damage that may be sustained during my participation in the Tests. In particular, I agree that if Brock University, in its sole discretion and on my behalf, should secure any medical advice or services as it may deem necessary for my health and safety, that I shall be financially responsible for such medical advice or services.



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### **Release of Liability**

I hereby agree to WAIVE any and all claims that I have or may have against Brock University, its Board of Trustees, officers, employees, students, agents, volunteers, and independent contractors (the "Brock Parties").

I further agree to release the Brock Parties from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the Tests, due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY DUTY OF CARE owed on the part of the Brock Parties.

I further agree to INDEMNIFY AND HOLD HARMLESS the Brock Parties from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the Tests.

### **Acknowledgement**

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, OR MY NEXT OF KIN, MAY HAVE AGAINST THE BROCK PARTIES.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ at St. Catharines, Ontario.

\_\_\_\_\_  
Signature of Participant  
(I am 18 years of age or older)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (please print)