



**FIRE OPS 101
WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**

I, _____, in consideration of being permitted to participate in field training exercises known as Fire Ops 101, hereby acknowledge and agree as follows:

1. I understand the nature of the activities I may perform while participating in Fire Ops 101 (hereinafter referred to as “program/activity”), requires mental judgment and a high degree of physical fitness, agility, and dexterity, and that this may include strenuous exercise in varying environmental conditions, which requires physical fitness, strength, and stamina.
2. I understand that the program/activity involves the risk of injury or death, and I voluntarily assume all risks, regarding my participation in the program/activity. By assumption of all risks, I agree that the Colonie Training Center - 108 Wade Rd. Latham, NY, NYSPFFA, Albany Fire Department and the IAFF, and their respective officers, directors, commissions, employees, agents and representatives (hereinafter collectively referred to as the “County”) and all persons participating in the program/activity shall not be liable for any claim, action, cause of action, damages, or demand, in law or equity, of every kind of character on account of personal injury or damage to me or my property.
3. I understand the County will not provide medical or health insurance coverage to me during any aspect of my participation in the activity. I hereby represent and warrant that I am and will be covered throughout the activity by a policy of accident and health insurance that provides coverage for injuries I may sustain in the course of my participation in the program/activity. I understand I may be required to show proof of insurance coverage prior to my participation in the program/activity.
4. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the County from any and all liability whatsoever for any and all damages, losses, 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 attorneys fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the program/activity.

5. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the County from any and all liability, loss, damage or expense, including attorneys fees, that the County or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the program/activity.
6. To the extent that I, individually, or my heirs, successors, assigns, or personal representatives bring a claim of any kind whatsoever against the County, I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of New York, 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 this program/activity shall be tried exclusively in the courts of the State of New York, or (if such claims are permitted by law_ in the U.S. District Courts for the State of New York.
7. 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.
8. I certify the information provided on this registration form is true and accurate.

Participant Name – Please Print

Date

Participant Signature