

# Rhode Island Fire Academy

## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

In consideration of participation in the Rhode Island Fire Academy, I understand and agree to the following:

1. The Candidate understands and recognizes that fire and safety training involves a degree of physical exercise and physical contact, certain inherent risks and dangers, which could result in physical and emotional injury, disability or death.
2. The Candidate warrants, represents and certifies that he/she is mentally and physically capable of participating in the Fire Academy, has sufficiently prepared or trained for participation, and has not been advised to not participate by a qualified medical professional. The Candidate warrants, represents and certifies that he/she does not suffer from a chronic/acute problem of the neck, back, wrist, knee, heart or muscular system, or any other medical condition which could otherwise be made worse by participation in the Rhode Island Fire Academy.
3. The Candidate consents to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during the training.
4. The Candidate hereby waives all claims, releases, indemnifies and holds harmless the State of Rhode Island and all its officials, officers, agents, and employees in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation, or causes of action which may arise by reason of injury to persons or loss of, damage to or loss of use of any property occasioned by error, omission, or negligent act of the Candidate or any other persons with regard to this Agreement.
5. The Candidate hereby agrees to indemnify, defend and hold harmless the State of Rhode Island and all its officials, officers, agents and employees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suits, and liability of any kind, including all expenses of litigation, including but not limited to court costs and attorney fees for death or injury, or loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
6. The Candidate intends that this Agreement shall be effective and binding upon his/her heirs, next of kin, executors, administrators and assigns in the event of my death.

I, the undersigned, have carefully read this Agreement in its entirety and fully understand all its terms. I am aware that the agreement contains a waiver of liability, an assumption of risk, and an agreement by me to release and indemnify the State of Rhode Island. I execute it voluntarily and with full knowledge of its significance.

In witness whereof, I have executed this release on \_\_\_\_\_ in the State of Rhode Island.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please print name

WITNESSES:

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