

2021 RELEASE

WHEREAS, I, _____ [Print Name], will be participating in a Citizens Fire Academy (the “Fire Academy”) training course conducted York Area United Fire and Rescue (“YAUFR”) during evening hours on the following dates: August 25 and September 1, 8, 15, and 22, 2021; and WHEREAS, the Fire Academy training course may include strenuous physical activity and potentially dangerous and life-threatening activities associated with fighting fires and training to fight fires; and WHEREAS, due to the potential for extreme physical demands placed upon participants and the materials used in training, including live fire, the Fire Academy carries a risk of physical injuries, including death, to participants; and WHEREAS, “YAUFR” will provide didactic, instructional, logistical and monetary support for cold zone training to assist the Fire Academy in delivering its training program; and WHEREAS, by my participation in this activity, I assume the risk for injury or death that may result from my participation; and WHEREAS, I certify and acknowledge that my participation in the Fire Academy is completely voluntary and that I may choose not to participate in any activity I feel uncomfortable participating in. I am not, in any way, the employee, servant, or agent of the owners, operators, or sponsors of YAUFR, the training course or the activities described herein; and WHEREAS, I acknowledge that a doctor’s physical is not required to participate in the Fire Academy, however, if I suffer from any pre-existing injury or ailment that may preclude me from any of the activities I choose to participate in (e.g., respiratory ailments such as asthma or similar conditions, or orthopedic injuries/ailments such as previous back, neck or joint injuries), I will consult my personal physician before enrollment in the Fire Academy; and WHEREAS, I acknowledge that I may be lifting or moving objects up to and exceeding 100 pounds, climbing ladders, as well as becoming exposed to heights, live fire and elevated temperatures. NOW, THEREFORE, in consideration of the training and benefits I will receive from my participation in the Fire Academy, I agree to the following:

1. YAUFR retains the right to entirely control and manage the facilities and the Fire Academy training course and may enforce all reasonable rules for its management as determined by YAUFR in their sole discretion. I agree to abide by any such rules, policies and conditions that YAUFR has or may put into effect from time to time.

2. Being fully aware of the risks, conditions and hazards of the proposed activity, I, on behalf of myself, my spouse and children, my heirs, executors, personal representatives and assigns, hereby agree to waive, release and discharge any and all causes of action, claims, demands for damages, death, personal injury, property damage and liabilities of any nature whatsoever (including reasonable attorneys' fees and interest) which I may have, or which may hereafter accrue to me, against YAUFR, their respective elected and appointed officials, owners, directors, officers, associates, employees, attorneys, agents, representatives, successors, servants, volunteers, heirs or assigns or any of them (the "Released Parties") arising out of, resulting from or in any manner connected with my or their participation in, or observation of, activities at the Fire Academy training course or other locations related to the activities described herein, regardless of whether such injury or damage was foreseeable or not.
3. I specifically release and discharge, in advance, the Released Parties, or any of them, from any and all liability, whether known or unknown, and even though that liability may arise out of negligence or carelessness on the part of the Released Parties mentioned above, and I agree to accept all responsibilities for the risks, conditions and hazards which may occur, whether or not such risks, conditions and hazards are known to exist by the Released Parties or not.
4. For the same consideration, I agree to forever hold Released Parties harmless and to indemnify the Released Parties or any of them, generally and specially, from any and all liability, claims, demands, actions, causes of action, including costs and attorneys' fees, in any way in connection with the Fire Academy. This includes claims for personal injury, death, property damage, and/or other types of harm or injury.
5. I have read and understand that this Release binds me, my spouse and children, and all heirs, executors, personal representatives and administrators of those individuals.

Signature of Participant

Date