

MIDWAY FIRE DISTRICT

PHYSICAL AGILITY TEST

Name: _____

Vitals: B/P _____ Pulse _____

EKG: _____

HOSE PULL

Candidate will don: Bunker Coat, SCBA, Helmet, and Gloves

Hose Pull 23 Seconds PASS FAIL

Rest Period 5 Minutes

SEQUENTIAL EVENTS

Ladder Carry 100'

Hose Hoist

Dummy Drag 50'

Time Completed in: _____ PASS FAIL

Rest Period 10 Minutes

Push-Ups: 25 in 2 Minutes PASS FAIL

Sit-Ups: 45 in 2 Minutes PASS FAIL

Rest Period 25 Minutes

1 ½ mile run: 15 minutes to complete PASS FAIL

Vitals: B/P _____ Pulse _____

EKG: _____

**Firefighter Applicant's Injury Waiver
And
Release of Claims for Damage**

To: Midway Fire District Fire Commissioners
1322 College Parkway
Gulf Breeze, Florida 32563

I, _____, the undersigned, residing at _____, State of _____, have made a voluntary application for the position of firefighter with Midway Fire District, which requires me to take a physical ability test to demonstrate my strength, endurance and abilities in a series of tests and exercises. I understand these tests and exercises require strenuous exertion and the risk and possibility of injury, sickness and even death exist as the result of my participation in this physical ability test. For, and in consideration of, my application for the position of firefighter with Midway Fire District, I do on behalf of myself, my heirs, executors, administrators, or assigns, hereby release, remise and forever discharge and hold harmless Midway Fire District, including its subsidiaries and affiliates, its consultants, agents, volunteers, elected and appointed officers and employees from any and all claims, suits, actions, damages, expenses, losses, penalties, interest, demands, judgments and liabilities, claims and related expenses in connection with the loss thereof, and costs of suits, including attorneys' fees and paralegals fees, for any expenses, damages, or liability incurred by the undersigned, whether for bodily or personal injury, sickness, death, property damage, direct or consequential damages or economic loss or use thereof arising directly or indirectly on account of or arising out of the District's participation in physical ability testing of firefighter applicants, including the District's successors and assigns and also any and all other persons, employees, and associations, and corporations, whether herein named or referred to or not, and who, together with all the above named, may be jointly or severally liable to the undersigned, of and from any and all manner of actions and causes of actions, rights, suits, and covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injury, sickness, or death and the consequences thereof or property damage or the consequences thereof which heretofore have been and which hereafter may be sustained by the undersigned or by any and all persons, associations and corporations, whether herein named or referred to or not, whether caused by the negligence of RELEASEES or otherwise occurring and especially from all liability arising out of any occurrence that will happen during, following or as a result of my participation in physical ability testing held and administered by the Midway Fire District as part of my voluntary application for a firefighter position with Midway Fire District. Further, in consideration of my participation in the firefighter applicant physical ability testing, the undersigned also expressly declares and agrees:

1. That all claims, past, present or future are disputed, and this full and final Release thereof shall never be treated as evidence of liability, nor as an admission of the liability, or responsibility at any time or for any matter whatsoever;
2. That this Release covers and includes all claims several or otherwise, past, present or future, which can or may be asserted by any person or persons as heirs, or otherwise, as the result of damages as aforesaid or the effects or consequences thereof;
3. That this full and final Release shall cover and include any and all future injuries, sicknesses and deaths, not now known to any of the parties hereto, but which may later develop and be discovered, including effects or consequences thereof, including all causes and action thereof; that the undersigned will indemnify and hold harmless the said parties released hereby, against loss, including counsel fees, from any and every claim for contribution, which may be asserted by the undersigned by reason of said occurrence, injuries or the effects of consequences thereof;

4. That those who are hereby released shall not be stopped or otherwise barred from asserting any expressly reserved right to assert any claim or cause of action they may have against the undersigned or any others.
5. That I certify I am 18 years or older.
6. That this Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Santa Rosa County, Florida and therefore, each party to this Agreement hereby waives the right to any change of venue.

Applicant's Signature

Date

Applicant's Address

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF _____

Before me personally appeared _____ who says that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Sworn and subscribed in my presence this _____ day of _____, 200____. My commission expires on _____, 200____.

Notary Public

Personally Known **or** Produced Identification

Type of Identification Produced: _____