

Waiver of Liability/Release/Assumption of Risk/Indemnity and (Parental) Consent Agreement

Permission and consent to activities, including participation in strenuous physical requirements to such activity, and I understand and agree that this activity is elective, and therefore, in consideration of my child choosing to participate in the Wilmington Fire Department Junior Fire Academy Application (hereinafter activities), I further agree as follows:

- I authorize the Wilmington Fire Department to obtain, through a physician or medical professional of its choice; any emergency medical care that may become reasonably necessary for my child in the course of the activity/activities.
- I accept the responsibility for payment of all medical bills, including, but not limited to: charges for doctors, ambulance, hospitals and drugs which my child may incur by reason of participation in such activity/activities.
- I authorize the Wilmington Fire Department to transport my child to and from activities scheduled away from the designated training center.
- I waive any and all claims or causes of action against the City of Wilmington, the Wilmington Fire Department, Cape Fear Community College, and its servants, agents, employees, officers, and sponsors of the program which may arise by reason of any property damage or personal injury or other loss which occurs during the course of or as a direct/indirect result of such participation and agree that the City of Wilmington, the Wilmington Fire Department, Cape Fear Community College, and its servants, agents, employees, officer, and sponsors are released and forever acquitted from all and any claims of liability to me, my child, or heirs, from any and all claims, demands, and suits. I further state that I or my minor child is in good health and in proper physical condition to participate in such activities. I understand that there are certain risks inherent in these activities and I hereby agree to assume these risks for myself or on behalf of my minor child. I further state that I have the authority to enter into this Waiver of Liability/Release on behalf of myself or my minor child.
- I hereby acknowledge that I am over the age of 18 or the parent/guardian of a participant and that said participant has my permission to participate/attend the Wilmington Fire Department Junior Fire Academy which will be held at Wilmington Fire Department Headquarters, 801 Market St., Wilmington, NC, and Cape Fear Community College – North Campus Safety Training Center, 4500 Blue Clay Rd., Castle Hayne, NC.
- While we strive to minimize risk, it is impossible to completely eliminate it. Your or your child can increase the margin of safety by paying close attention to safety rules and procedures during the event. Junior Fire Academy staff maintain high standards. We encourage you or your child to participate in these activities and request that you or your child ask Junior Fire Academy staff to explain unclear directions.
- In consideration of the right to participate in these activities, I release, discharge, and covenant not to sue for damages and losses suffered by me or my minor child as a result of said participation against the City of Wilmington, Wilmington Fire Department, Cape Fear Community College, and any officers or agents thereof. I further understand that there are certain risks inherent in this activity and I hereby agree to assume these risks on my behalf or on behalf of my minor child and to indemnify, save, and hold harmless the City of Wilmington, Wilmington Fire Department, Cape Fear Community College, and any officers or agents from any loss liability, damage, or cost which any may incur as the result of such claim.
- I have read and understand this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability, to the greatest extent allowed by law, and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Date

Printed Name of Participant

Signature of Participant
(only if 18 or over)

Printed name of Parent/Guardian

Signature of Parent/Guardian
(if participant under age 18)