

Fire Services Division/Emergency Services Division Training School Assumption of Risk, Release of Liability and Indemnity

I, _____ have enrolled in the _____ training (“Training”) offered by Fire Services Division(FSD) and Emergency Services Division (ESD), Department of Justice and Public Safety, Government of Newfoundland and Labrador commencing on May 25, 2024 and ending on May 31, 2024. As a condition of taking this Training, I have reviewed the Seminar and Program Description and the Fire Services Division Student Health and Safety Policy (attached).

ASSUMPTION OF RISK

Participation in the Training carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but can range from injuries both physical and psychological including: 1) minor injuries such as scratches, bruises and sprains to 2) major injuries such as eye injury or loss of sight, joint and back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. In light thereof, I hereby acknowledge and declare that: I understand the nature of the inherent risks and dangers associated with participation in the Training; participation involves strenuous physical exertion; I am qualified, in good health and in proper physical condition to participate therein; I do not have any medical conditions and/or restrictions that preclude me from safely taking part; and, that I knowingly and voluntarily accept and assume responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, my participation in the Training.

RELEASE

In consideration of FSD/ESD permitting me to participate in this Training, I release, waive, and discharge FSD/ESD, its instructors, officers, servants, employees and agents from liability of any and all claims which I or my personal representatives may have against FSD/ESD, its instructors, officers, servants, employees, and agents for damages in respect of personal injury, death, sickness, accident, loss of wages, income, benefits, employment opportunities or other harm suffered in connection with or directly or indirectly arising out of me participating in the Training except where such damages are attributable to the negligence of FSD/ESD, its instructors, officers, servants, employees and agents.

INDEMNIFICATION

I agree to indemnify FSD/ESD, its instructors, officers, servants, employees and agents in respect of any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including lawyer fees/costs, which may be brought by anyone as a result of my participation in the Training, and reimburse FSD/ESD for any such expenses.

ACKNOWLEDGEMENT OF UNDERSTANDING

I have read this agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

SIGNED at _____, this ____ day of _____, 2024.

WITNESS SIGNATURE

PARTICIPANT SIGNATURE

Section 2 Student Health and Safety
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Approval Date: January 1, 2014	Sunset Date: December 31, 2024
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Purpose:	To have a standard policy on student health and safety during training and certification testing.
2.1	Protective Clothing Candidates must supply their own firefighter protective clothing where required. All protective clothing must meet NFPA requirements at the time of issue.
2.2	Beards and Facial Hair Candidates with beards and excessive facial hair WILL NOT be allowed to use Self-Contained Breathing Apparatus. Candidates must be clean shaven to participate in training activities where the use of an SCBA is required.
2.3	Self-Contained Breathing Apparatus When attending courses that require the use of Self-Contained Breathing Apparatus (SCBA), candidates are asked, if possible, to bring an SCBA with them from their home fire department. All SCBA must meet NFPA requirements.
2.4	Workplace Health and Safety Commission Firefighters are covered under the Workplace Health and Safety Commission Program during their participation in all FES-NL firefighter training courses. Any candidate who is receiving compensation from the Workplace Health and Safety Commission Program is not eligible to attend training courses unless they have medical clearance from their medical professional to perform the task required in each course. Other candidates are responsible for verifying insurance coverage from their respective employers/organizations.
2.5	Testing Site Selection All sites selected for skills testing must provide suitable facilities to ensure candidate health and safety.
2.6	Written Test Sites All written test sites must provide suitable space adequate for adult learners.

2.7	<p>Student Health and Safety</p> <p>Due to the nature of the firefighter certification testing it is necessary for the safety of the student and others that the student be healthy both mentally and physically.</p> <p>It is the responsibility of the sponsoring organization to ensure that the student is in good health. Of particular concern is that the student:</p> <ul style="list-style-type: none"> • has no cardiovascular problems (i.e.; heart problems) • has no respiratory conditions • not be taking any medications which could impair the students mental or physical ability • not have had or be suffering from any illness, disease or injury that could affect their mental or physical ability
2.8	<p>Medical Consent</p> <p>Medical consent form will be required for Firefighter I, Firefighter II, Certified Firefighter Refresher – Practical Burn Building, Rescue Technician training and/or certification. See Appendix C.</p>
2.9	<p>CPR/First Aid</p> <p>Current standard CPR/First Aid will be required for Firefighter I, Firefighter II and Firefighter Refresher. Emergency Medical Responder 40 Hour course as provided by St. John Ambulance or Red Cross.</p>
2.10	<p>Application Rejection</p> <p>For the safety of all concerned, FES-NL reserves the right to deny any candidate enrolment or participation in any certification testing if there is any question of the student’s mental or physical health.</p>