



City of Aurora Public Safety Training Center (CAPSTC) Release and Waiver of Liability (Individual User)

I, _____, as an individual or as the undersigned parent or legal guardian of the below-named minor who is under the age of eighteen years, wish to participate in the training and/or instructional activities at the City of Aurora Public Safety Training Center (CAPSTC) facilities. I do swear and affirm that I am over the age of eighteen (18) years. I understand and recognize that such training and/or instructional activities involve strenuous physical exertion and a risk of injury or death to participants arising from activities and/or conditions at CAPSTC including, but not limited to, dangers associated with the use of fire apparatus, dangers associated with climbing a fire ladder to substantial heights above the ground, dangers associated with chemicals and other hazardous materials or substances which may be associated with fires, and carelessness and/or negligence of other officers, individuals, recruits, and/or employees. Potential injury or death due to participation at CAPSTC facility may also be caused by conditions including, but not limited to, burns, damage to respiratory system, abnormalities of blood pressure, or cardiac arrest.

I have been notified that the physical nature of the training in which I am about to participate requires good health and good physical condition. I have been advised that I should consult a physician before participating. I feel that my present state of health and condition permits me to participate in CAPSTC, and by signing below, I agree that I am attending CAPSTC at my own risk.

In consideration of being allowed to participate in training and/or instructional activities at CAPSTC, I do hereby for myself, my heirs and administrators, waive and release any and all claims, demands, damages, action, causes of action and/or suits of any kind or description whatsoever including, but not limited to, injuries, known and unknown, to person and/or property, that I may have against the City of Aurora, and/or its respective officers, agents, servants, employees, successors, and assigns, including, but not limited to claims, demands, damages, actions, causes of action, and/or suit caused in whole or in part by the negligence and/or breach of any duty and/or warranty by all or any of the above-named persons or entities. I further acknowledge that no representations or promises by City of Aurora representatives have been made to induce me to sign this Release. I further agree to indemnify, hold harmless and defend the City of Aurora from any claim, cause of action or demand, of any sort or nature, which may at any time be filed or asserted as a result of participation in activities at CAPSTC which indemnification shall include any costs and attorneys' fees that may be incurred as a result of any claims, causes of action or demands. This release is valid and effective whether the damage, loss or injury is a result of any act or omission on the part of the City of Aurora or its agents, volunteers, or employees. I understand that I voluntarily give up my right to sue the above-mentioned parties.

I specifically assume the risk of attendance at CAPSTC and of using the fire training facilities, apparatus, and other equipment associated with CAPSTC.

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I hereby grant the City of Aurora and its successors and assigns the absolute right and permission to copyright, publish, and display all photographs taken in which I appear or have appeared in whole or in part, composite or distorted, in character or form in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, made through any media, for art, advertising, trade, editorial, promotional, or any other lawful purpose whatsoever.

I have read the above-stated warning as to the physical nature of the CAPSTC activities in which I may be participating. I understand that I will attend CAPSTC at my own risk and accept that the City of Aurora will disclaim liability for injuries caused by any pre-existing health problem or lack of proper physical conditioning on my part.

Although I understand that a physician's exam is not a requirement of participation, it is highly advisable to consult with a physician before participating in training and/or instructional activities at CAPSTC.

I take full responsibility for proper use of all equipment and will conduct myself in a responsible manner. I understand and agree that I will adhere to all City of Aurora and CAPSTC policies and procedures, including any instructions provided by City employees or CAPSTC staff during the course of the training or activity.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE TO BRING LEGAL ACTION OR ASSERT ANY CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST THE CITY OF AURORA. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ABOVE, BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS, CONSIDER ITS EFFECTS, UNDERSTAND THIS ENTIRE DOCUMENT AND AGREE TO BE BOUND BY ITS TERMS.

Name of Participant: _____

Signature of Participant

Signature of Parent/Legal Guardian if Participant is Under 18 Years Old

Date