

RELEASE AND WAIVER OF ALL CLAIMS AND ASSUMPTION OF RISK

PLEASE READ CAREFULLY BEFORE SIGNING

KNOW ALL MEN BY THESE PRESENT

That the undersigned _____, for and in consideration of being allowed to participate in all activities associated with the Forsyth County Emergency Services Physical Agility Test and other good and valuable consideration, does hereby and for his/her successors and assigns and any other person claiming by, under or through the undersigned, release, waive, acquit and forever discharge and hold harmless the **COUNTY OF FORSYTH, EACH OF ITS DIVISIONS AND DEPARTMENTS, INCLUDING BUT NOT LIMITED TO FORSYTH COUNTY EMERGENCY SERVICES, its agents, servants, successors, employees, officers, and officials** of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which may hereafter accrue on account of or in any way growing out of or resulting from participation in the Forsyth County Emergency Services Physical Agility Test conducted on _____, and the related aforesaid activities, whether caused in whole or in part by the negligence of any party released herein with the exception of willful or gross negligence.

The undersigned hereby declares and represents the he/she has considered and understands the risks associated with participation in the Forsyth County Emergency Services Physical Agility Test and agrees to **ASSUME FULL RESPONSIBILITY FOR THOSE RISKS OF INJURY, ILLNESS, DEATH, OR DISABILITY**, whether caused in whole or in part by the negligence of any party released herein with the exception of willful or gross negligence. The undersigned further understands the liability associated with this activity and also agrees to assume any and all risks associated with this activity and also agrees to assume any and all risks associated with legal actions which may be instituted against him/her for his/her actions.

The undersigned further declares that this agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, and is intended to be as broad and inclusive as permitted under the laws of the State of North Carolina, and that if any portion is held invalid, the balance shall continue in full legal force and effect.

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_____ (initialed by undersigned)

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this **RELEASE AND WAIVER OF ALL CLAIMS AND ASSUMPTION OF RISK**, contains the entire agreement between the parties hereto, and that the terms of this **RELEASE AND WAIVER OF ALL CLAIMS AND ASSUMPTION OF RISK** are contracted and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND WAIVER OF ALL CLAIMS AND ASSUMPTION OF RISK AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____

BY: _____
(Signature)

(Print Name)