



DEPARTMENT OF FINANCIAL SERVICES
Division of State Fire Marshal

RELEASE AND WAIVER OF LIABILITY
BUREAU OF FIRE STANDARDS & TRAINING

RELEASE and Waiver of Liability executed on _____, 2003, by _____ referred to as STUDENT.

(Printed name of student)

For and in consideration of permitting the STUDENT to enroll and participate in the Florida State Fire College and the activities and instruction given and conducted by the Florida State Fire College, referred to as the COLLEGE, in the County of Marion, State of Florida, STUDENT voluntarily releases, discharges, waives, and relinquishes all claims of liability against the COLLEGE including but not limited to any and all actions or causes of action for personal injury, death, or property damage occurring to STUDENT as a result of engaging or receiving instruction at the COLLEGE, in any activities or instruction incidental thereto or merely as the result of being enrolled at the COLLEGE, wherever or however any such injury, death, or property damage may occur, whether by the negligence of the COLLEGE or any of the COLLEGE'S officers, agents, servants or employees, or otherwise, and for the entire period that the STUDENT is enrolled at the COLLEGE or participating in activities or instruction at the COLLEGE.

STUDENT assumes full responsibility for all risk of bodily injury, death, or property damage caused by the negligence of the COLLEGE, or any of the COLLEGE'S officers, agents, servants or employees, or otherwise, while enrolled at the COLLEGE or engaged in any activity or instruction with the COLLEGE.

STUDENT does for himself or herself, and his or her heirs, executors, administrators, personal representatives, and assigns release, waive, discharge, and relinquish any action or cause of action for personal injury, death, or property damage that may arise from being enrolled at the COLLEGE or participating in any instruction or activities conducted by the COLLEGE, and agrees that under no circumstances will the STUDENT prosecute or present any claim for personal injury, death, or property damage against the COLLEGE or any of the COLLEGE'S officers, agents, servants or employees for personal injury, death or property damage arising from enrollment at the COLLEGE or from participating in any activities or instruction conducted by the COLLEGE, whether such personal injury, death, or property damage be caused by the negligence of the COLLEGE or any of the COLLEGE'S officers, agents, servants or employees, or otherwise.

The STUDENT, for him or herself and his or her heirs, executors, administrators, personal representatives, and assigns agrees that in the event that any claim for personal injury, death, or property damage shall be prosecuted against the COLLEGE on behalf of the student or his or her heirs, executors, administrators, personal representatives and assigns, the STUDENT shall indemnify and save harmless the COLLEGE from any and all such claims or causes of action by whomever made and wherever and whenever presented.

The word COLLEGE whenever used herein means and includes the STATE OF FLORIDA, the FLORIDA STATE FIRE MARSHAL, the FLORIDA STATE FIRE COLLEGE, and THE COUNTY OF MARION.

The STUDENT acknowledges that he or she has read this release, that he or she is aware that engaging in the activities and instruction offered by the COLLEGE may involve activities that are dangerous or may become dangerous, and is that he or she is fully aware of the legal consequences of signing this release.

Student Signature

Printed Name of Student

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME personally appeared _____ who, being by me first duly sworn,
(Printed name of student)

deposes and says that the information contained herein is true and correct, that this Release was executed for the purposes herein expressed, and who [] is well known to me or [] produced identification in the form of a _____ and who [] did [] did not take an oath.

DATED on the day first written above.

My commission expires: _____ Notary Public

CERTIFICATION

I HEREBY CERTIFY that on the day first written above the above-named student was provided a full opportunity to read or has had read to him or her the above Release, that he or she states that he or she understands a Release and the nature of a Release, and that he or she agreed that by signing the Release he or she intended the result of such a document.

Florida State Fire College Official