

Ohio Department of Commerce
Division of State Fire Marshal
Student/Invitee Waiver

The Ohio Department of Commerce, Division of State Fire Marshal, The OHIO FIRE ACADEMY, (herein "ACADEMY"), in making available it's or other selected facilities, training grounds, equipment, and its staff, and in its provision of an opportunity to learn on the part of its students and other invitees, makes no representation of and assumes no liability for the suitability or condition of its or other selected facilities, training grounds or equipment, or for the competency of its staff, or for the quality and content of its educational services.

Unless prohibited otherwise by law, the ACADEMY assumes no liability for and shall be indemnified and held harmless for any claims, demands, or suits of any nature, kind description whatsoever, including, but not limited to claims for direct, indirect or consequential damages, acts of God, or any types of costs and expenses, for or on account of any loss or damage to property owned or possessed by any student or other invitee or any injury to any student or invitee which may result from any cause, including but not limited to, the condition and operation of ACADEMY facilities, training grounds and equipment and the acts or omissions of members of its staff or the acts or omissions of other students or invitees.

Unless prohibited otherwise by law, the members of the ACADEMY staff and the instructors who are independent contractors with the state, in their personal and representative capacity, assume no liability for and shall be indemnified and held harmless for any claims, demands, or suits of any nature, kind or description whatsoever, including, but not limited to claims for direct, indirect, or consequential damages, acts of God, or any types of costs and expenses, for or on account of any loss or damage to property owned or possessed by and student or other invitee or any injury to any student or invitee which may result from any cause, including but not limited to, the condition and operation of ACADEMY facilities, training grounds and equipment, or the condition and operation of any other selected facilities, training grounds and equipment, and the acts or omissions of members of its staff or the acts or omissions of other students or invitees.

Student or invitee (parent or legal guardian if under 18) hereby authorizes the ACADEMY to seek emergency medical assistance on his or her behalf, as necessary, and agrees to pay for any and all medical expenses incurred on his or her behalf. Student or invitee, unless prohibited otherwise by law, shall indemnify and hold harmless the ACADEMY for any and all such emergency medical expenses and for any claims related to the aid rendered to the student or invitee by the Academy or its Staff during any such emergency situation.

Student or invitee, if residing in the dormitory, further authorizes the ACADEMY or its agent, to enter the dormitory room to which the student or invitee is assigned for purposes of a sanitary inspection of the premises and/or any furniture/items located therein.

By the Student or invitee (parent or guardian if under 18) signing this document, the student or invitee representing him or herself and on behalf of his or her spouse, legal representatives, heirs, and assigns hereby voluntarily acknowledges that he or she understands and accepts the above terms as a condition of the student or invitee's participation in any Academy sponsored event, training, class, use of any State property or equipment or other circumstances as described in paragraph one of this waiver and that any

such participation in the aforementioned activities may involve difficult, strenuous and dangerous physical activities to be undertaken by the student or invitee and that the student or invitee expressly assumed all of the risks associated with such activities, including but not limited to risk of injury or death. The student or invitee (parent or guardian if under 18) further expressly agrees not to bring a suit for damages against the State of Ohio, its employees or any independent contractors based upon any of student or invitee's liabilities they waived in this document. This document constitutes the complete agreement between the parties.

Student or Invitee (parent or guardian if under 18) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of Ohio and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Student or Invitee Signature

Print Name

Parent or Guardian if student/invitee is under 18 years of age

Print Name

Date