



WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

FIRE OPS 101

I understand the nature of the activities I may perform while participating in Fire Ops 101 requires mental judgment and a high degree of physical fitness, agility, and dexterity, and that this may include strenuous exercise in varying environmental conditions, which requires physical fitness, strength, and stamina. By signing this Agreement, I represent that I am qualified, in good health, and in proper physical condition to participate in Fire Ops 101. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in Fire Ops 101.

I understand fully that Fire Ops 101 involves the risk of injury, including serious bodily injury and death, which may be caused by my own or others' actions or inactions, and I voluntarily and fully assume all risks relating to my participation in the program/activity. By assumption of all risks, I agree that the Pittsburgh Bureau of Fire, Pittsburgh Fire Fighters IAFF Local No. 1, the IAFF, and their respective officers, directors, commissions, employees, agents and representatives (hereinafter collectively referred to as "Local 1") shall not be liable for any claim, action, cause of action, damages, or demand, in law or equity, of every kind of character on account of personal injury or damage to me or my property.

I fully accept and assume all responsibility for losses, costs, and damages I incur as a result of my participation in the Fire Ops 101, and accordingly, I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, and hold harmless Local 1 from any and all liability whatsoever for any and all damages, losses, cost, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses, and costs, including attorneys fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Fire Ops 101.

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge Local No. 1 from any and all liability, loss, damage or expense, including attorneys fees, that the Local 1 or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the Fire Ops 101.

To the extent that I, individually, or my heirs, successors, assigns, or personal representatives bring a claim of any kind against the Local 1, I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Pennsylvania, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. Any claims or causes of action arising out of or related to Fire Ops 101 shall be tried exclusively in the courts of the State of Pennsylvania, or, if such claims are permitted by law, in the U.S. District Courts for the State of Pennsylvania.

In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.