



# Blue Point Fire Department

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over 100 years of service

205 Blue Point Avenue  
Blue Point, New York 11715  
(631) 363-6310

## JUNIOR FIREFIGHTER PROGRAM APPLICATION

Name: \_\_\_\_\_ Gender: \_\_\_\_\_

Address: \_\_\_\_\_

**FD USE ONLY**

Date Joined: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Person to Notify in case of Emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Cellphone: \_\_\_\_\_

Alternate Person to Notify in case of Emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Cellphone: \_\_\_\_\_

Any medical conditions, medications, restrictions or limitations you may want us to be aware of:

### Parent or Guardian Authorization

As the parent or guardian of the above child, I hereby authorize my child to participate in all functions of the Blue Point Fire Department Junior Firefighter's Program.

These functions include regular meetings, parades, practice and fundraising events.

Transportation to and from these events will be provided by the Fire Department.

By signing this document, I acknowledge that the Blue Point Fire District does provide medical insurance for injuries sustained during the course of activities related to my child's participation in this program, with a maximum limit of \$25,000 per occurrence. Any costs in excess of that amount will be the responsibility of the child's parent or guardian.

### Assumption of Risk, Release and Waiver of Liability

#### 1. ACKNOWLEDGMENT OF RISKS:

a. Participant recognizes that there is an inherent danger in activities related to the Junior Firefighter Program (the "Program"). Participant acknowledges that his/her participation in the Program involves known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to Participant, to property and/or to third parties. Participant understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

b. Participant further acknowledges that the property owned by the Blue Point Fire District (the "District") on which the Program will take place may contain unsafe conditions which may cause death or serious bodily injury to the Participant. The conditions may be obvious or hidden. Participant represents that he/she has inspected the District property and is satisfied that the condition of the District property and the facilities provide an adequate and reasonable level of safety for Participant and Participant's family, guests and visitors who enter the District property.

c. Participant is an invitee of the Program. By entering and/or using any facilities located on the District property and/or any activities of the Program, whether as an active participant or as an observer, Participant understands and agrees that there exists a substantial risk and danger in doing so.

d. Participant understands that partaking in or being in close proximity to any such activity and/or other activity while on the District property may result in serious bodily harm or death and/or injuries to other persons, and personal property.

**2. ASSUMPTION OF RISK:** Participant, by signing below, expressly assumes all the risks and accompanying injuries that may result by reason of Participant's participation in the Program. Participant voluntarily assumes the risk and danger of injury or death inherent in activities related to the Program and/or the use of equipment in the Program. Participation in this activity is purely voluntary and Participant elects to participate in spite of the risks.

**3. LIABILITY RELEASE:**

a. Participant acknowledges and understands that upon entering District property or participating in the Program, Participant does so entirely at his/her own risk, and hereby assumes the risk of any injuries or property damage that may occur while in the Program.

b. Participant hereby releases, discharges, and promises not to sue the District, its officers, employees, agents or consultants (the "Releasees") for any loss, damage, injury (including death) or cost to Participant or Participant's property arising out of activities related to the Program, or use of equipment by Participant whether or not provided by the Releasees.

c. Participant further releases, discharges and promises not to sue the Releasees in connection with any claim that such Releasees were negligent concerning Participant or any Program participant, which resulted in loss, damage and/or injury (including death).

**4. GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

**5. SEVERABILITY:** If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and shall be interpreted so as best to effect the intent of the parties.

**6. BINDING EFFECT:** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement shall bind Participant and Participant's heirs, estate, assigns, and all persons or entities that may be entitled by operation of law or contract to act on Participant's behalf in any manner.

**IN WITNESS WHEREOF**, the undersigned Participant, parent or legal guardian being of legal age, has read and understands this Agreement and release, and has executed this Agreement on the date first written below.

**I have read this document. I understand it is a promise not to sue and to release and indemnify the District, its officers, employees, agents and/or consultants for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to the participating in the Program. I have concluded that the risks involved and the Release and Waiver of Liability are worth the enrichment provided by the Program and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.**

NAME OF PARTICIPANT: \_\_\_\_\_

Name of Parent or Guardian: \_\_\_\_\_ Relationship: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_

The information contained in this document is confidential, for the official use of the Blue Point Fire Department and the Blue Point Fire District and will not be disclosed to others.