

**Rhode Island**  
Association of Fire Chiefs

**PRE-PHYSICAL PERFORMANCE ASSESSMENT  
MEDICAL EXAMINATION**

ENTRY LEVEL FIREFIGHTER

PLEASE NOTE: YOU, AS THE PHYSICIAN,  
SHOULD READ THE PHYSICAL PERFORMANCE ASSESSMENT  
GUIDE PRIOR TO SIGNING THIS FORM.

BASED ON THE RESULTS OF THE PRE-PHYSICAL PERFORMANCE ASSESSMENT

MEDICAL EVALUATION ON \_\_\_\_\_ , \_\_\_\_\_  
Date Year

I FIND \_\_\_\_\_ IS MEDICALLY CERTIFIED  
Name

TO ENGAGE IN THE PHYSICAL PERFORMANCE ASSESSMENT PROCEDURES.

I have read the Physical Performance Assessment Guide

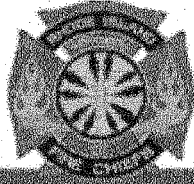
I have not read the Physical Performance Assessment Guide

PRINT: \_\_\_\_\_ , MD

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_



**Rhode Island**  
*Association of Fire Chiefs*

**PHYSICAL PERFORMANCE ASSESSMENT  
 WAIVER AND RELEASE**

I, \_\_\_\_\_ (candidate's name), on behalf of myself and my heirs, executors, administrators, agents, successors and assigns (Releasor) for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby remise, release and forever discharge Rhode Island Association of Fire Chiefs, Inc., Rhode Island Fire Academy, Rhode Island State Fire Marshal, the State of Rhode Island, the City/Town/District Fire Departments to whom the undersigned has applied for employment, and all of their respective officers, directors, employees, representatives, agents, attorneys, successors and assigns (hereinafter collectively referred to as Releasees) of and from any and all debts, demands, actions, causes of action, covenants, contracts, controversies, agreements, promises, omissions, damages, executions, claims, rights, liabilities, suits, sums and sums of money, rights to attorneys fees and extents whatsoever both at law and in equity, now existing, or which may result from the existing state of things, including, but not limited to, all claims for injury, damages, personal injury, death, disability, loss of earning capacity, loss of consortium, and conditions incurred during, or as a result of my participation in the Physical Performance Assessment (PPA) in Providence, Rhode Island, for the purpose of demonstrating my abilities to perform certain physical tests, as a prerequisite to employment as a firefighter with any of the participating fire departments.

I acknowledge that I have reviewed and understand each and every separate test comprising the PPA that I will be required to perform, and do hereby state that I am not aware of any physical or medical condition that will be aggravated, worsened or otherwise adversely affected by the strenuous nature of these tests.

The decision of Releasor to make this Waiver and Release has not been induced in any way, directly or indirectly, by any representative or person acting or purporting to act on behalf of Releasee. No promissory inducement which is not herein expressed has been made to Realeasor, and in executing this Waiver and Release, Releasor does not rely upon any statement or representation made by any person, firm or corporation, hereby released, or any agent representing them or any of them.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 Month Year

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Candidate's Signature

\_\_\_\_\_  
 RI Assoc of Fire Chiefs Representative

ID verified \_\_\_\_\_

## EXHIBIT D

### WAIVER OF LIABILITY/ RELEASE ("Release")

#### Physical Performance Assessment, including Practice ("PPA")

#### ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

**In consideration of participation in the PPA, I understand and agree to the following:**

1. The Candidate understands and recognizes that fire and safety related testing involves a degree of physical exercise and physical contact, certain inherent risks and dangers, which could result in physical and emotional injury, disability or death.
2. The Candidate warrants, represents and certifies that he/she has reviewed and understands each and every separate test comprising the PPA that the Candidate will be required to perform, and states that he/she is not aware of possessing any physical or medical condition which will be aggravated, worsened or otherwise adversely affected by the strenuous nature of the PPA tests.
3. The Candidate warrants, represents and certifies that he/she is mentally and physically capable of participating in the PPA, has sufficiently prepared or trained for participation, and has not been advised to not participate by a qualified medical professional. The Candidate warrants, represents and certifies that he/she does not suffer from a chronic/acute problem of the neck, back, wrist, knee, heart or muscular system, or another medical condition which could otherwise be made worse by participation in the PPA.
4. The Candidate consents to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the PPA.
5. The Candidate hereby waives all claims and releases, indemnifies, defends and hold harmless the State of Rhode Island and all its officials, officers, agents and employees, from and against any and all claims, losses, damages, cause of action, suits, and liability of any kind including all expenses of litigation including, but not limited to, court costs and attorney fees for death or injury, or loss of, damage to, or loss of use of any property arising out of or in connection with this Release or participation in the PPA.
6. The Candidate intends that this Release shall be effective and binding upon his/her heirs, next of kin executors, administrators and assigns in the event of my death.
7. I hereby certify that I am over eighteen (18) years old.

**I, the undersigned, have carefully read this Release in its entirety and fully understand all its terms. I am aware that the agreement contains a waiver of liability, an assumption of risk, and an agreement by me to release and indemnify the State of Rhode Island. I execute it**

**voluntarily and with full knowledge of its significance.**

In witness whereof, I have executed this Release on \_\_\_\_\_ in the State of Rhode Island.

\_\_\_\_\_  
Signature

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_