

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

RELEASE OF ALL CLAIMS AND LIABILITY

FIT TESTING

South Branch Emergency Services (SBES) in partnership with the County of Hunterdon, Department of Public Safety (HCDPS) has been asked to perform annual Fit Testing for _____ (herein after referred to as the “Company” and _____ (individual receiving testing). The service to be provided will be the actual FIT test only. **It is the sole responsibility of the Company to ensure that all employees/volunteers or the like being FIT tested have obtained the proper medical clearance and are properly trained in the use of masks and related activities.** SBES/HCDPS will not be responsible for anyone being FIT tested who is not medically cleared or properly trained to use this gear. SBES/HCDPS is providing these tests at a reduced rate as a courtesy to the Fire/EMS community. In consideration for, and as a condition of, receiving this FIT testing service at a reduced cost, the undersigned parties hereby certify that they are over 18 years of age and agree that this Agreement is binding on the Company, the individual receiving the FIT test, their heirs, executors, successors in interest and assigns or any entity or person for whom they have the legal authority represent, release and forever discharge the SBES/HCDPS, its respective officers, employees and agents from any and all liability, claims, demands, damages, actions or causes of action arising from or by reason of any injury to or death the undersigned or any person or demand, damage to or destruction of property resulting from the FIT testing activity whether or not such injury, death or damage is caused or alleged to be caused by the negligence, active or passive of the SBES/HCDPS, its officers, agents, and/or employees.

This Release includes, but is not limited to, any claim, demand or cause of action which might be caused by any act or failure to act by SBES/HCDPS, its officers, agents and/or employees

The undersigned parties expressly agree to be responsible for defending and paying or otherwise resolving any claims against SBES/HCDPS, its officers, agents and/or employees where such claims arise out of, or are alleged to be based on any actions in connection with FIT testing performed by the SBES/HCDPS by its employees, officers or agents.

The Individual and Company agree that they are in no way obligated to obtain FIT testing from SBES/HCDPS and may choose to utilize FIT testing services from an entity which does not require the entry into an Indemnification and Hold Harmless Agreement. However, as a condition of receiving this FIT testing by SBES/HCDPS, this Indemnification and Hold Harmless Agreement must be properly executed.

The Chief Officer agrees that he/she or a designee will ensure those being fit tested have completed a COVID screening, and attest that no one citing signs and symptoms or who have been exposed will report for FIT testing.

The undersigned parties have read this Indemnification and Hold Harmless Agreement and understand all its terms. The parties understand that they may review this Agreement with an attorney.

The parties hereby execute this Agreement voluntarily and with full knowledge of its significance.

THIS IS A COMPLETE RELEASE. READ IT BEFORE SIGNING.

Agency Name: _____

Chief Officer Name: _____

Signature: _____ Date: _____

PERSON RECEIVING FIT TESTING

Print Name: _____

Signature: _____ Date: _____