



# APPLICANT LIABILITY WAIVER AND RELEASE AGREEMENT

I am applying to test for a position with one or more agencies represented by *Public Safety Testing, Inc.* I acknowledge that no verbal or written promise or guarantee of any job or employment is made or implied by my participating in this testing process.

I hereby consent to the taking of a written examination and a physical ability test. I understand that the written examination will be scored on a numerical scale. I understand that the physical ability test is a pass or fail score however I also understand that some law enforcement agencies receive the numerical results of my physical ability test.

I understand I may be invited to participate in the physical ability test only if my written examination score exceeds a score identified for that particular examination (e.g., firefighter, police officer/deputy sheriff, etc.). I understand that I must successfully pass both the written exam and the physical ability test (if required by that department) for my application and scores to be sent to the department(s) to which I have applied. I understand that when I pass the firefighter written exam I will be required to take the Candidate Physical Ability Test (CPAT), if I have applied to departments that require it, and that there will be an additional fee to participate in such CPAT.

If appropriate, I have notified *Public Safety Testing, Inc.* of any reasonable accommodation required for me to fully participate in such written and/or physical ability testing process. I have reviewed information regarding the physical ability test that will be administered. I have had the opportunity to consult my personal physician and have done so or chose not to. I understand that the physical ability tests are strenuous and hold the potential for serious injury. I acknowledge that I have willingly chosen to participate in this testing.

I understand that my scores are valid on any agency eligibility list that I am placed on for one year from the date the agency certifies the eligibility list or for a length of time as determined by that agency. I have read and understand the "*Policies Regarding Adding Agencies/Testing/Refunds/Changes*" (on website Applicant FAQ & sent by email).

For firefighter candidates: I understand that if I pass the written exam I must wait at least (6) months before I am allowed to take another written exam. If I fail the written exam, I must wait at least three (3) months before I may test again. I understand that I must successfully pass the Public Safety Testing CPAT, if required, within three (3) months of successfully completing my written exam. I understand that CPAT certifications from other fire departments or testing centers will not be accepted. If I fail the CPAT, I will be given one opportunity to retest. I understand that I must apply to any/all agencies PRIOR to testing that are available to me at the time of my test.

For law enforcement, corrections & dispatcher candidates: I understand that if I fail the written examination, I will not be able to re-test for at least three (3) months. If I fail the physical ability test, I have one (1) retest opportunity within three (3) months from my written test date for a fee of \$35. I understand that I may not test with an agency that I had previously successfully tested (passed both written & physical ability test) through this service unless at least six (6) months has passed since the last time I tested with that agency. I understand that I must apply to any/all agencies PRIOR to testing that are available to me at the time of my test.

I understand that any appeal of the test or testing process shall be lodged with the agency or agencies to which I have applied through *Public Safety Testing, Inc.* in accordance with those agency's rules and regulations and state law.

I understand that I may be asked to participate in additional testing by the Civil Service Commission or Public employer at its sole discretion such as oral interview boards, personality testing, etc. In addition, prior to being hired by any agency, I understand I may be required to submit to additional examinations, including but not limited to polygraph, psychological, drug screening and/or medical examinations. I also understand and consent that information learned by one agency about me during my background investigation may be shared with other agencies to which I have applied through this service. In addition, I understand I may be required to submit a Personal History Statement (PHS). I understand the information provided by me in the Personal History Statement will be used in the investigation into my

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background to assist in determining my suitability for a public safety position that I have applied for. I understand that I need to be completely truthful in my responses and that I may be disqualified from advancing further in the process as determined by the agency. I hereby authorize Public Safety Testing to forward a copy of my Personal History Statement to any agency that I have applied to that requests to receive it. I will be given further instructions regarding the PHS if this applies to me.

I understand that if I am offered and accept a position with any of the agencies I have applied to through *Public Safety Testing, Inc.*, I agree to have my name removed automatically from consideration with and from all other eligibility lists that I am on through this service.

Accordingly, on behalf of myself and my estate, I hereby release and hold harmless, Public Safety Testing, Inc., PublicSafetyTesting.com, Industrial/Organizational (I/O) Solutions, Inc., Bates Technical College, the agency and/or agencies, and cities, counties, port districts and/or fire districts to which I have applied through Public Safety Testing, Inc. and any and all officers, agents or employees of such companies, agencies, municipalities, public entities, or any and all other jurisdictions to whom the test results will be applied or reported, from any and all cost, claim, liability, damage, or cause of action which may result from or out of this testing process, including but not limited to death, physical injury or monetary loss of any kind or nature. I promise to hold harmless and indemnify such companies, agencies, municipalities and/or jurisdictions, from any and all loss, claim, liability, damage, cause of action or cost of defense and/or liability arising out of the testing process, including the reasonable costs of defense by counsel of the entities' choosing, PROVIDED, HOWEVER, this release and promise to indemnify shall not be interpreted to require me to release, and hold harmless or indemnify any party from the consequences of an intentionally tortious act which shall arise from or out of such process.

I sign this waiver and release willingly and of my own volition. I understand that by signing this form I give up all rights whatsoever to recover damages arising out of the testing process.

**DO NOT sign unless in the presence of a Notary Public.**

\_\_\_\_\_ Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Last 4 digits of Social Security Number

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Driver's License Number/State

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Zip

## NOTARY

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn/affirmed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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