
OFAI CANDIDATE AGREEMENT

ONTARIO FIRE ADMINISTRATION INC. ("OFAI") and

_____ (the "**Candidate**")

hereby agree that the following terms and conditions shall govern the Candidate's participation in the firefighter candidate testing services (the "**OFAI Program**") offered by OFAI under this Agreement.

1. Certification

1.1 Upon payment of the application fee and successful completion of each and every one of the categories tested and/or assessed by OFAI as part of its firefighter candidate testing services (the "**OFAI Program**"), the Candidate shall receive a certificate from OFAI (the "**OFAI Certificate**"). The categories currently tested or assessed and the length of time that each respective result is currently valid for are set out in **Schedule "A"** attached hereto. The testing or assessment may be administered by OFAI and/or by an independent vendor under contract to OFAI.

1.2 The Candidate will not receive their test or assessment results or rankings (both of which shall belong to and be the sole and exclusive property of OFAI) and will only be advised as to whether or not they have obtained an OFAI Certificate.

1.3 As long as the Candidate continues to hold a current and valid OFAI Certificate, OFAI shall provide notice to the Candidate of those municipalities that have posted recruitment notices with OFAI.

2. Confidentiality

2.1 The OFAI Program and accompanying materials belong to and are the confidential information of OFAI (the "**Confidential Information**") and are used for the sole purpose of determining whether or not to issue an OFAI Certificate to the Candidate as well as for internal quality assurance and procedure validation.

By selecting this box, I choose to opt out of my data being used for internal quality assurance and procedure validation.

2.2 OFAI retains all right, title and interest in and to all of the Confidential Information and all copyrights, trademark rights and other proprietary rights thereto.

2.3 The Candidate agrees that the OFAI (i) shall hold the Confidential Information in confidence and take all reasonable precautions to protect it; (ii) shall not use any of the Confidential Information at any time; and (iii) shall not disclose, publish, reproduce or transmit any of the Confidential Information to any third party, in any form, including without limitation, verbal, written, electronic or any other means for any purpose.

2.4 OFAI shall pursue all available legal remedies to protect the Confidential Information.

2.5 THE CANDIDATE HEREBY AUTHORIZES OFAI TO DISCLOSE THE CANDIDATE'S NAME AND STATUS AS HAVING OR NOT HAVING A THEN CURRENT AND VALID OFAI CERTIFICATE TO ANY MUNICIPALITY THAT MAKES A WRITTEN REQUEST TO OFAI FOR SUCH INFORMATION.

3. **Disclaimer and Limitation of Liability**

3.1 OFAI does not make any representations or warranties with respect to the OFAI Program, which is provided on an "AS IS" and on an "AS AVAILABLE" basis. OFAI HEREBY DISCLAIMS ALL WARRANTIES OF ANY NATURE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM TRADE OR CUSTOM, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR ACCURACY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS. OFAI SHALL NOT BE LIABLE FOR ANY LOSSES, EXPENSES OR DAMAGES OF ANY NATURE, INCLUDING SPECIAL, INCIDENTAL, PUNITIVE, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, LOST OR DAMAGED DATA OR LOST INCOME OR PROFITS, RESULTING FROM OR ARISING OUT OF THE CANDIDATE'S PARTICIPATION IN THE OFAI PROGRAM, WHETHER ARISING IN TORT, CONTRACT, STATUTE, OR OTHERWISE, EVEN IF OFAI HAS BEEN INFORMED OF OR IS AWARE OF THE POSSIBILITY THEREOF.

IN NO EVENT WILL OFAI'S LIABILITY FOR DAMAGES ARISING FROM THE CANDIDATE'S PARTICIPATION IN THE OFAI PROGRAM, IN THE AGGREGATE, EXCEED THE APPLICATION FEES PAID BY THE CANDIDATE TO OFAI.

3.2 The Candidate hereby forever releases from liability, and waives any claim against OFAI and its officers, directors, employees, representatives and agents for all acts or omissions which may adversely affect the Candidate in any way whatsoever, including inability to acquire employment, loss of employment or promotion and dismissal from any employment.

3.3 The Candidate hereby agrees to indemnify and hold and its officers, directors, employees, representatives and agents, harmless from and against any and all loss, liability, damage, claim, suit, demand and expense, including without limitation legal fees, arising in connection with or related to any act or omission (including without limitation any breach of this Agreement) of or by the Candidate.

4. **Notices**

4.1 Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (a) delivered personally, (b) sent by prepaid courier service or registered mail, or (c) sent by email, in each case to the applicable address set out below:

- (a) if to OFAI at: Richard Boyes, President
Email: info@ofai.ca
- (b) if to Candidate at: _____
Email: _____

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of personal delivery or courier delivery if so delivered or on the day of

emailing if emailed, provided that such day is a business day (being any day except Saturday, Sunday and any day on which Canadian chartered banks are generally not open for business in the City of Toronto) and the communication is so delivered or emailed before 4:30 p.m. on such day (in the recipient's time zone). Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following business day. Any communication sent by mail shall be deemed to have been given and made and to have been received on the fifth business day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Either party may from time to time change its address and/or email address under this Section 4.1 by notice to the other party given in the manner provided by this Section 4.1.

5. **Publicity**

5.1 Any publicity or publication relating to this Agreement shall be approved by OFAI prior to its dissemination.

6. **Waiver and Severability**

6.1 A waiver of any failure to comply with any term of this Agreement must be in writing and signed by the aggrieved party. Each waiver must refer to the specific failure to comply and shall not have the effect of waiving any subsequent failure to comply, whether of the same nature or not. If any term of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such term shall be modified or deleted in such a manner so as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

7. **Amendments, Alterations and Additions**

7.1 This Agreement may be amended, altered or added to only by written agreement between the parties, which agreement is supplemental to this Agreement and thereafter forms part of this Agreement.

8. **Governing Law**

8.1 This Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. The parties do hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

9. **Headings**

9.1 The parties agree that the headings in this Agreement form no part of the Agreement and have been inserted for convenience of reference only.

10. **Entire Agreement**

10.1 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

11. **Construction**



11.1 For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, and (ii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified.


12. **Successors and Assigns**

12.1 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign or transfer all or any part of its respective rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the

_____ day of _____, 20_____.

ONTARIO FIRE ADMINISTRATION INC.

Per: 

Name: R. Boyes
Title: President

THE UNDERSIGNED HEREBY REPRESENTS TO ONTARIO FIRE ADMINISTRATION INC. THAT THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT AND IS 18 YEAR OF AGE OR OLDER.

Name: (Please Print)

SCHEDULE "A"

TEST AND ASSESSMENT CATEGORIES

1. Stage One – National Fire Select Test – results valid for 24 months.
2. Stage Two - Medical Assessment – results valid for 12 months
3. Stage Two - Clinical Assessment – results valid for 6 months
4. Stage Three - Physical Ability Test – results valid for 12 months
5. Stage Three - Firefighter Technical Skills Assessment – results valid for 12 months



**ONTARIO FIRE ADMINISTRATION INC.
ASSUMPTION, WAIVER, RELEASE AND INDEMNITY AGREEMENT**

In consideration of Ontario Fire Administration Inc. (“OFAI”) permitting me,

(Printed Name of Participant)

to enroll and participate in a firefighter candidate testing services (the “**Program**”), I, for myself, my personal representatives, heirs and next of kin, hereby acknowledge and agree to as follows:

Assumption of Risk: I acknowledge that participation in the Program involves the risk of bodily injury, death and property damage together with other risks either not known to me or not readily foreseeable at this time (“**Risks**”). I represent that I understand the nature of the Program and the Risks and that I am in good health and in the proper physical and mental condition to participate in the Program. I am willing and able to participate in the Program. I acknowledge that the Risks may be caused by my own actions, the actions of the Releasees named below or the conditions in which the Program takes place. I agree that if, at any time, I believe my participation in the Program to be unsafe, I will immediately discontinue my participation. I fully accept and assume all of the Risks and all responsibility for any injury, loss, damage, cost or harm of any nature or kind that I may suffer or incur, now or in the future, arising out of or related to my participation in the Program, whether caused by the negligence of the Releasees or otherwise.

Waiver: I waive any and all claims that I have or may have against OFAI, its officers, directors, employees, shareholders, agents, representatives and independent contractors (“**Releasees**”), now or in the future, arising out of or related to my participation in the Program including any claims on account of injury, loss, damage, cost or harm of any nature or kind, whether caused by the negligence of the Releasees or otherwise.

RELEASE: I RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, DAMAGE, COST OR HARM OF ANY NATURE OR KIND THAT I MAY SUFFER OR INCUR, NOW OR IN THE FUTURE, ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Indemnity: I agree to indemnify and save and hold harmless the Releasees from any and all liability for any loss, damage, cost or harm of any nature or kind that any third party may suffer or incur, now or in the future, arising out of or related to my participation in the Program, whether caused by the negligence of the Releasees or otherwise.

Severability: I agree that this Assumption, Waiver, Release and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province of Ontario and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING: I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER AND HAVE READ THIS ASSUMPTION, WAIVER, RELEASE AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP CERTAIN LEGAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

PRINTED NAME OF PARTICIPANT: _____

SIGNATURE OF PARTICIPANT: _____

PRINTED NAME OF WITNESS: _____

SIGNATURE OF WITNESS: _____

DATE: _____