



# Ontario Fire Administration Inc. Pre-Assessment Guide

## Stage One: Firefighter Aptitude and Character Test™

Thank you for registering your assessment with Ontario Fire Administration Inc. This guide has been provided to you to help prepare you for the OFAI Stage One Firefighter Aptitude and Character Test™.

### Contents

About Stage One – Firefighter Aptitude and Character Test™ .....	1
Stage One Validity .....	2
Stage One Firefighter Aptitude and Character Test Candidate Orientation Guide.....	2
Stage One Firefighter Aptitude and Character Test Accommodations.....	2
Testing Location .....	2
Map & Directions to FESTI .....	3
Candidate ID.....	3
What to Bring on your Assessment Day.....	4
Check-In .....	4
What to Expect when you arrive for Stage One – Firefighter Aptitude and Character Test.....	4
Important Notes .....	6
Certificates.....	6
Re-Testing Policy.....	6
Assessment Feedback.....	6
Grievances .....	6
Terms and Conditions.....	6
OFAI Candidate Testing Services Code of Conduct .....	8
Questions .....	8
Forms .....	8

### About Stage One – Firefighter Aptitude and Character Test™

The Firefighter Aptitude and Character Test™ (FACT™) is used for the entry-level firefighter recruitment process and consists of a variety of sub-tests designed to measure critical constructs required for successful job performance as a firefighter. The components of this test have been developed and validated by firefighters and fire captains who have experience performing the essential functions of the firefighter job. Each construct measured by this test has been carefully linked to a national job description and identified as a critical skill or ability necessary for performance of the job.

The entry-level firefighter written test consists of two sections: a general aptitude test and a personal characteristics section. The FACT™ consists of 110 multiple-choice test items. The FACT™ is weighted: 45% aptitude measures and 55% character measures. The constructs measured by the FACT™ include:

• Reading Ability (15 total test items) • Mathematical Reasoning (15 total test items) • Map Reading (10 total test items) • Writing Ability (10 total test items) • Personal Characteristics—to include: interpersonal skills, teamwork, commitment, honesty, integrity, emotional stability (60 total test items)

The Firefighter Aptitude and Character Test™ is completed in a proctored classroom environment in a computer lab. If you do not pass the Firefighter Aptitude and Character Test™ you may re-take it after fifteen days if it's your first attempt or thirty days on all subsequent attempts. An orientation guide can be purchased to assist you in preparation for this test. The FACT results in either a pass/fail. Candidates are not given feedback in regards to the results of the test.

Candidates will not receive a mark. In addition, municipal fire services are not given results.

**Please note that in order to proceed to Stage Two, you must successfully complete Stage One--Firefighter Aptitude and Character Test™**

### Stage One Validity

Stage One – Firefighter Aptitude and Character Test is valid for 24 months.

## Stage One Firefighter Aptitude and Character Test Candidate Orientation Guide

All of the constructs measured by the Firefighter Aptitude and Character Test™ are based upon basic skills and abilities that a minimally qualified applicant should possess. There are a variety of preparatory publications available that may be helpful to those candidates who could use a refresher in basic reading, math skills, map reading, writing ability, and human relations skills. We cannot endorse any particular national publication in terms of preparing for this test that was not created by FPSI. The Firefighter Aptitude and Character Test™ Orientation Guide is an entry-level firefighter practice test that will determine how prepared you are to pass the actual FACT. This test consists of 40 multiple-choice questions.

You can order the orientation guide through FPSI by clicking on the following link: <https://www.fpsi.com/product/fact-orientation-guide/>

The cost of the orientation guide is \$15.00US.

This Orientation Guide is property of FPSI and any questions or concerns must be directed to FPSI at (888) 990-FIRE(3473) or [info@fpsi.com](mailto:info@fpsi.com).

## Stage One Firefighter Aptitude and Character Test Accommodations

If you have a disability within the definitions of the Ontario Human Rights Code and need to request testing accommodations for the Firefighter Aptitude and Character Test™, please contact the OFAI Administration office at [info@ofai.ca](mailto:info@ofai.ca) at least 10 weeks before the assessment to obtain the accommodation request forms.

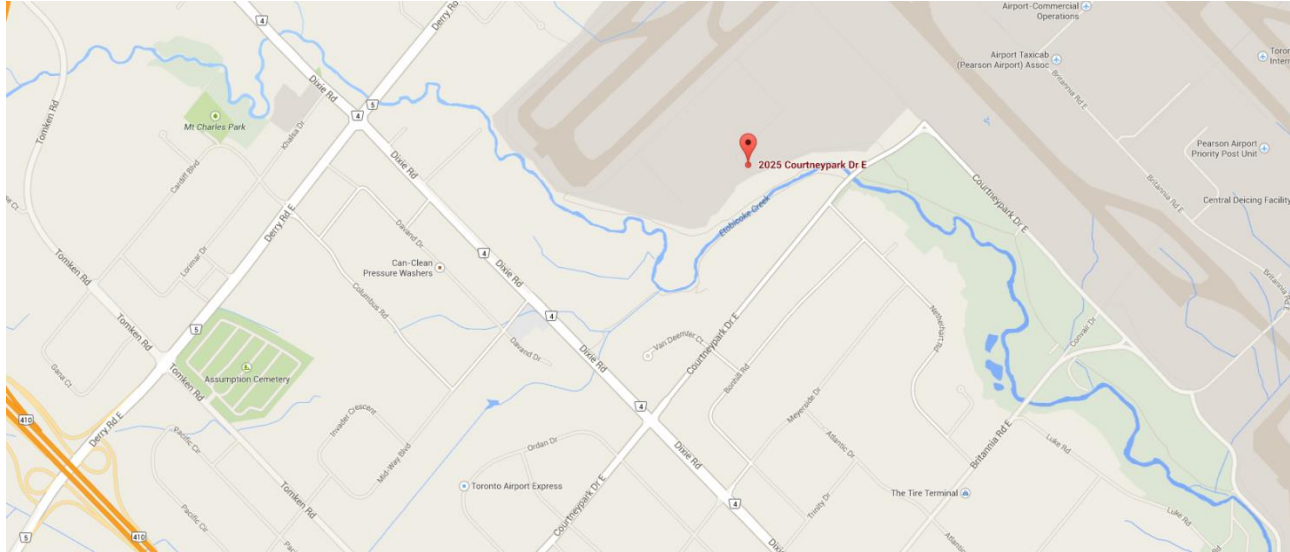
### Testing Location

This assessment is proctored by:

**GTAA Fire and Emergency Training Institute (FESTI)**  
2025 Courtney Drive East,

**ALL QUESTIONS REGARDING YOUR ASSESSMENT SHALL BE FACILITATED THROUGH ONTARIO FIRE ADMINISTRATION AND NOT FESTI.**

## Map & Directions to FESTI-Testing Location



### **409 Westbound**

From Hwy 409 westbound, take Airport Road exit and turn east (left) onto Carlingview Drive. Turn south (right) onto Renforth Drive. Turn west (right) onto Convair Drive. Turn south (left) onto Courtneypark Drive to 2025 Courtneypark Drive.

### **Hwy 401**

From Hwy 401, take Dixie Road exit northbound. Turn east (right) onto Courtneypark Drive to 2025 Courtneypark Drive.

### **Hwy 427 Southbound**

From Hwy 427 southbound, take Derry Road exit westbound. Turn south (left) onto Dixie Road. Turn east (left) onto Courtneypark Drive to 2025 Courtneypark Drive.

### **Hwy 427 Northbound**

From Hwy 427 northbound, merge onto Hwy 401 westbound. Take Dixie Road exit northbound. Turn east (right) onto Courtneypark Drive to 2025 Courtneypark Drive.

### **Eglinton Road/Dixie Road (Mississauga)**

From Eglinton Road, turn north onto Dixie Road. Turn east (right) onto Courtneypark Drive to 2025 Courtneypark Drive.

### **Airport Road**

From Airport Road, turn west onto Derry Road. Turn south (left) onto Dixie Road. Turn east (left) onto Courtneypark Drive turn to 2025 Courtneypark Drive.

### **Dixon Road/Carlingview Drive**

From Carlingview Drive southbound, turn south (right) onto Renforth Drive. Turn Renforth Drive south (right) to Convair Drive west (right) to Courtneypark Drive turn south (left) to 2025 Courtneypark Drive.

### **Hwy 407**

From Hwy 407, take Dixie Road exit southbound. Turn east (left) onto Courtneypark Drive to 2025 Courtneypark Drive.

### **Hwy 410**

From Hwy 410, take Courtneypark Drive exit eastbound to 2025 Courtneypark Drive.

## Candidate ID

All candidates are given a unique ID when registering for an assessment. This unique number will not change and will remain as your personal identifier. Do not share this number with anyone. The OFAI refers to this identification number when reviewing results, for generation of certificates and to provide municipalities with verification of validity.

## What to Bring on your Assessment Day

- Government issued identification
- Confirmation of registration
- Bottle of water

## Check-In

Please ensure you arrive at least 20 minutes prior to your assessment start time. This will allow you enough time to check-in, hand in your required forms and use the restrooms.

Once you arrive at FESTI, you will be required to check-in. You will be required to show your identification and/or registration confirmation and sign your name on the class list.

The Firefighter Aptitude and Character Test takes place in **Theatre A**

It is the responsibility of the candidate to ensure they have registered for the correct date/time. If you are not on the check-in list, you must contact the OFAI Administration office immediately.

**It is recommended that you confirm your appointment 24 hours in advance of your assessment.**

**Please note that FESTI staff is responsible for proctoring this test only and DO NOT facilitate the registration process. Questions should be facilitated through the OFAI Administration office.**

**If you are late, you may be denied entry into this test. This is at the discretion of the FESTI proctors.**

## What to Expect when you arrive for Stage One –Firefighter Aptitude and Character Test™

1. You will be required to check-in (as noted above). At check-in, you will be **required** to complete the following forms:
  - a. **OFAI Candidate Agreement** – This form has been provided in this guide. (see forms at the end of this document). **Please read, print and SIGN this agreement in full before you arrive for your assessment.** If you have any questions in regards to the agreement, please contact the OFAI administration office at 905-426-6756 or [info@ofai.ca](mailto:info@ofai.ca)
  - b. **OFAI Candidate Waiver** – This form has been provided in this guide. (see forms at the end of this document). **Please read, print and SIGN the waiver in full before you arrive for your assessment.** If you have any questions in regards to the waiver, please contact the OFAI administration office at 905-426-6756 or [info@ofai.ca](mailto:info@ofai.ca)
  - c. **OFAI Assessment Results Form.** A sample of this form has been provided as an example (see Forms at the end of this document). **You will receive this once on-site, there is no need to print this before your arrival.** When you receive this form, you complete it as follows:
    - i. Fill out your full name, ID number and the date.
    - ii. Check off all of the check boxes of the assessments you will be participating in. In addition, check the box at the bottom that is applicable to you.

The Assessment Results Form is very important. This document is your official record of results. **Do Not Take this Form Off The Premises.** Once your assessment is completed, the proctor will confirm a pass/fail mark, sign the form and send it to the OFAI administration office for processing.

2. You will be directed to take a seat in **Theatre A**. There will be a blank piece of paper and a pencil next to a laptop computer. Write your name and ID number at the top of the blank piece of paper. Don't write too big as this piece of paper has been provided as a worksheet for you to make any calculations/equations as needed.

- a. The proctor will then provide instructions. Please listen to them carefully. Please note the following:
  - i. All personal items are to be put on the floor. The only items allowed on the desk are the laptop and your worksheet/pencil.
  - ii. All cellular phones must be put away and put on silent.
  - iii. Any drinks must be kept on the floor in a sealed container to prevent spillage on the computers.
  - iv. There is no talking during the test. Please be considerate of others.
  - v. Cheating of any form will not be tolerated and will result in an automatic fail.
  - vi. It is recommended that you use the restrooms before you start the test.
3. Before starting the test you will be asked to enter in an email address, your name and your unique identification number. **You will also be given a verification code. Please write this code down on your worksheet as this is used to get you back into the test should a technical error occur.** There are also fields for the collection of data for research purposes only. The information collected is private and confidential and is not used in determining the outcome of this assessment. However, this information is valuable to the OFAI as it provides important demographic statistics and assists with future test preparations.
4. As soon as the test begins you will be directed to the first section. Please ensure that you read all instructions carefully. Once the test begins the clock starts counting down. The clock is located in the top, right-hand side of your screen.

**Important Note:** You are able to navigate back and forward through each section. You **cannot** however; jump from section to section. Once you have completed the questions in each section, you will be asked to continue to the next section. Once you click “continue”, you then **cannot** go back to the previous section. Ensure you are ready and have answered all questions when completing a section.

5. Once you have completed all sections and are finished, please remain seated and raise your hand. The proctor will come and verify the message on your computer screen. You will receive either a pass or fail. The proctor will take your scrap paper. If successful, the proctor will give you your assessment results form and a number. Please proceed to the cafeteria quietly and wait for medical staff to call your number. If unsuccessful, the proctor will give you a briefing, and then you must leave the test area quietly.

**Important Note: Candidates will not receive a mark. In addition, municipal fire services are not given results.**

6. In the event of a technical issue due to power outage, or computer error the proctor will advise you to complete the following steps:
  - Reboot the computer (hold down the power allowing for a hard reset)
  - Sign the ‘Consent to Proceed’ document
  - Log back into the test using the verification code you wrote down at the start of the test.
  - Continue the test from where you previously left off.

Based on your registration selection, the following may occur:

- **If you successfully pass this test** (Stage One) and are registered for Stage Two, the proctor will **hand you your assessment form and provide a numbered card** which will put you in the queue for your Hearing assessment. You will require your assessment results form in order to check-in to the next assessment. Please gather your belongings and wait in the cafeteria for your number to be called.
- **If you successfully pass this test** (Stage One) and you **only** registered to take this assessment, the proctor will show you your assessment result form. The proctor will keep the form to send to the administration office for your file. Please gather your belongings and leave quietly.
- **If you are NOT successful and fail this assessment** (Stage One), the proctor will show you your assessment result form. **The proctor will keep the form** to send to the administration office. Please gather your belongings and leave quietly.

**Please note the proctors at FESTI are unable to give you any information regarding your assessment.**

If you are registered in Stage Two testing, and **you do not** have a successful result in Stage One, than you cannot continue in the assessment process. The OFAI administration office will refund you for any assessments not participated in, less a \$10.00 plus HST administration fee. You will receive your refund automatically in the next few days. You will not be refunded for the failed assessment. Please see the re-test policy below.

**Questions regarding your assessment can be facilitated through the OFAI Administration staff.**

## Important Notes

This document is a guide to assist and prepare you for your Stage One – Firefighter Aptitude and Character Test. Some of the information contained in this guide may change once on-site. Please ensure you follow your proctor's instructions.

## Certificates

Upon successful completion of Stages One, your certificate will be uploaded to your online account within two to four business days. All valid certificates are offered as a downloadable PDF from your online user account [www.ofai.ca/user](http://www.ofai.ca/user). It is recommended that candidates download and save certificates to their personal computers. Once a certificate has expired it is no longer available for download from your account.

## Re-Testing Policy

If you do not successfully complete Stage One – Firefighter Aptitude and Character Test, you can re-take the assessment after fifteen days. We encourage you to use this time to help prepare you to take the assessment again. The Firefighter Aptitude and Character Test Orientation Guide may be useful. Contact the OFAI Administration office for guidance on re-testing.

The following identifies the OFAI re-test policy wait times:|

1st Failure – 15 Days

2nd Failure – 30 Days

Anything after a 2nd failure will be subject to 30 day re-test policy.

## Assessment Feedback

The evaluators are not permitted to discuss the outcome of your evaluation as per Ontario Fire Administration's Terms and Conditions.

If you've had **TWO** or more unsuccessful attempts with Stage One, you can contact the administration office at [info@ofai.ca](mailto:info@ofai.ca) to request general feedback. Your email must include your name, testing dates, and candidate ID. Response time varies but averages 7-10 business days after the request is received. Please note candidates **do not** receive results. Municipal fire services **do not** receive your results.

## Grievances

All grievances are handled by management at the OFAI administration office. Grievances are not handled by FESTI staff. You can retrieve a grievance form from the OFAI website <https://www.ofai.ca>.

## Terms and Conditions

**All fees are in Canadian Dollars.**

You are responsible for downloading the pre-assessment guides for your applicable assessment at [www.ofai.ca/pre-assessment-guides](http://www.ofai.ca/pre-assessment-guides) and completing all the applicable forms in each guide to bring with you on your assessment day.

Ontario Fire Administration Inc. (OFAI) reserves the right to cancel a scheduled assessment. In the unlikely event of an assessment cancellation, we will issue a full refund for assessment fees only. OFAI is not responsible for any statements, acts, materials, or omissions by our evaluators, proctors or participants. The use of audio and video taping devices, beepers, and cell phones by participants is not permitted at any assessment. Children and unregistered guests are not permitted in the testing facility. Cancellation of an assessment caused by any

calamity, attack, or act of God, beyond the control of the OFAI and/or its third party affiliates and its agents does not constitute grounds for a refund.

**Re-Schedule Policy:** The OFAI will only re-schedule an appointment once. In order to be eligible for re-scheduling, you must provide us with a written request that states your name, candidate ID number, your testing date/time and your requested re-schedule date/time. This request must be received no later than 7 days from your appointment date. Not all re-scheduling requests are granted. During peak recruitments, the re-scheduling policy may not be in effect. Candidates wishing to re-schedule are still bound to the terms and conditions of their original appointment.

**Cancellation Policy:** There will be no refunds if your assessment is cancelled within 5 business days of your assessment date/time. Any cancellation made prior to the 5 business day deadline will be refunded, less a \$50.00 plus HST administration fee. Please email [info@ofai.ca](mailto:info@ofai.ca) to request the cancellation of the booked assessment(s). It is the user's responsibility to abide by the cancellation policy of each assessment.

Candidates seeking cancellation within the 5 business day period prior to their test date will only receive a refund (less the \$50 plus HST administration fee) if they can provide evidence that their ability to complete their assessment has been affected by serious illness or cause as listed below. *This evidence must be provided no later than 7 business days following a scheduled appointment. Candidates must contact the OFAI Administration office prior to their scheduled appointment to advise OFAI they will not attend. Failure to do so will result in a forfeit of fees.*

Serious Causes:

Serious Illness - hospital admission or serious injury: this must be accompanied by a medical note from a registered Medical Doctor.

Loss or Bereavement - death of a close family member: accompanied by a death certificate.

Hardship/Trauma - victim of a crime, victim of a traffic accident.

Receipts are automatically sent by email when participants register and pay online. Please be aware spam filters can block email receipts.

If you selected cheque as your method of payment, please ensure it is certified. We will only confirm assessment dates/times that are paid in full. If your assessment is not paid in full 48 hours prior to your assessment date, the OFAI will automatically cancel your registration.

Ontario Fire Administration Inc. utilizes Moneris a third-party secure payment service provider that facilitates credit card payments. The OFAI and any third party affiliate assumes no liability for those using the registration function or payment function, and the user accepts that any dispute with regard to payment or distribution or use of information collected by Moneris - the payment service provider - will be raised directly with them.

Users of the registration function agree that, subject to the Privacy Policy posted on this site, their information can be used to contact them in connection with the assessments and any other contact deemed necessary for running its assessments, subject to the laws governing sound internet practices.

All candidates acknowledge that by registering through this website and in-person, they will be required to complete the Assumption, Waiver, Release and Indemnity Agreement, the OFAI Candidate Agreement and forms that may be required for specific assessments. Candidates are aware that if they fail to produce these required forms on or before their assessment day, that the assessment may be cancelled and re-scheduled at a later date, at the discretion of the OFAI. In addition, a fee will be charged for the re-scheduled assessment date.

Candidates acknowledge that they are willing to take part in our assessments and willingly abide by our re-test policies. All assessments are based on a pass/fail. Candidates are not given results.

Please note incorrect registrations will result in a \$25.00 plus HST administration fee.

Inclement weather: Safety is of the utmost considerations when conducting our assessments. When severe weather conditions exist, such as lightning, rain, sleet, snow or high winds, the staff at FESTI shall make an assessment of the conditions and will determine, at their discretion, if assessments will cease until conditions approve.

# OFAI Candidate Testing Services Code of Conduct

## Acronym Definitions

OFAI: Ontario Fire Administration Inc.

CTS: Candidate Testing Services

FESTI: GTAA Fire and Emergency Services Training Institute

Working as a firefighter is a career founded on respect, trust, integrity and absolute professionalism. Ontario Fire Administration Inc. (OFAI) expects candidate behaviour to reflect these qualities at all times. Please be advised that if any breaches are made to the OFAI CTS Code of Conduct, swift and appropriate action will be taken in order to maintain this high standard.

1. The OFAI expects all candidates to be punctual for their assessments. Tardiness can result in cancellation of your assessment which will require a rebooking at the candidate's expense.
2. Please use appropriate language when communicating with OFAI administration staff, FESTI staff, and evaluators. Foul or abusive language is not tolerated.
3. Respect FESTI's property and the CTS testing facilities. Damage caused by inappropriate candidate behaviour will be at the candidate's expense and may warrant a permanent removal from the CTS process.
4. Treat fellow candidates, OFAI administration staff, FESTI staff, and evaluators with courtesy and respect. The OFAI will not tolerate any form of bullying or harassment. This behaviour may result in permanent removal from the CTS process, and an investigation by the appropriate authorities, if required.

The Canadian Human Rights Commission defines harassment as a form of discrimination. It involves any unwanted physical or verbal behaviour that offends or humiliates another individual.

- Harassment occurs when someone:
    - makes unwelcome comments or jokes about the following :
      - race
      - national or ethnic origin
      - colour
      - religion
      - age
      - sex
      - sexual orientation
      - marital status
      - family status
      - disability
      - a conviction for which a pardon has been granted or a record suspended.
    - threatens or intimidates you.
    - makes unwelcome physical contact with you, such as touching, patting, pinching or punching, which can also be considered as assault.
5. Participation in CTS under the influence of alcohol or drugs is strictly prohibited and will result in permanent removal from the CTS process.
  6. There is zero tolerance for cheating, impersonation, blackmail, bribery or any other fraudulent activity, real or implied. Any of these actions will result in immediate termination from the CTS process.

## Questions

If you have any additional questions not covered in this guide, please visit our frequently asked questions at [www.ofai.ca/faq](http://www.ofai.ca/faq) or contact the OFAI office.

**Phone:** 905-426-6756 **Fax:** 905-426-3032 **Email:** [info@ofai.ca](mailto:info@ofai.ca)

## Forms

Continued on next page.



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## **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: Michelle O'Hara, President  
Email: info@ofai.ca
- (b) if to Candidate at: \_\_\_\_\_  
(Please print name)  
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

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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: Michelle O'Hara  
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 Sign)

\_\_\_\_\_  
Name: (Please Print)

**SCHEDULE "A"**

**TEST AND ASSESSMENT CATEGORIES**

1. Stage One – Firefighter Aptitude and Character Test – results valid for 24 months
2. Stage Two – Hearing Assessment – results valid for 24 months
3. Stage Two – Vision Assessment – results valid for 24 months
4. Stage Two – Encapsulated Treadmill Test – results valid for 6 months
5. Stage Three – Firefighter Physical Aptitude Job-Related Tests (FPAT) – results valid for 12 months
6. Stage Three - Firefighter Technical Skills Assessment – results valid for 12 months



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

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