

# Application

Volunteer Firefighter  
Candidate Training Program



# **Application**

## **Volunteer Firefighter**

### **Candidate Training Program**

**PLEASE READ THIS SECTION CAREFULLY BEFORE COMPLETING THIS APPLICATION**

This is a volunteer position within the meaning of the Fair Labor Standards Act of 1938, 29 U.S.C.A. §§ 201, et seq. (FLSA), and the regulations of the US Department of Labor Wage and Hour Division, 29 C.F.R. § 553.100 *et seq.*, interpreting and implementing the FLSA. As such, individuals participating in the District's Volunteer Firefighter Candidate Training Program ("Program") do so for civic, charitable and/or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered, as defined under the FLSA and the related regulations.

The District will rely upon the truthfulness and completeness of the information you provide in this application. Any false or misleading information in, or material omission of information from, this application may result in your not being accepted into the Program or immediate termination at any point in the future if you are accepted into the Program or the District's Volunteer Firefighter Program.

The District fully supports, and complies with, all applicable federal, state and local laws relating to the appointment of individuals to the Program. The District will not discriminate against an applicant on the basis of his or her status in any class or group protected by federal, state or local law.

By signing this application, you are acknowledging you have read, fully understand and agree to the statements contained in this section.

**INSTRUCTIONS TO THE APPLICANT:** Print clearly in black or blue ink, and answer each question fully and accurately. The District will not consider your application until all of the questions have been answered. Sign and date this form. Thank you.

## GENERAL INFORMATION

Position Applied For:  Volunteer Firefighter Candidate	Date of Application:
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Last Name	First Name	Middle Name
Address	City	State      Zip Code
Telephone Number(s)  Alternate:	Email Address Primary:  Alternate:	

Are you legally eligible for employment in the U.S.? (Because the District's volunteers receive stipends, *proof of eligibility to work in the U.S. will be required upon acceptance into the Volunteer Firefighter Program for all applicants.*)

☐ Yes   ☐ No

Are you over the age of eighteen?

☐ Yes   ☐ No

Have you ever been employed by, or provided volunteer services to, the District?

☐ Yes   ☐ No   If yes, give dates: \_\_\_\_\_

Do you know anyone who works or volunteers for *Chaffee County Fire Protection District*?

☐ Yes   ☐ No   If yes, please provide name and relationship: \_\_\_\_\_

Have you ever been fired or asked to resign from a job?

☐ Yes   ☐ No   If yes, please explain: \_\_\_\_\_

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Have you ever been convicted of a crime (other than a minor traffic offense)? "Convicted" means a final judgment on a verdict or a finding of guilty, or a plea of no contest in any state or federal court of competent

jurisdiction in a criminal case, regardless whether an appeal is pending or could be taken. Conviction does not include a final judgment that has been expunged by pardon, reversed, set aside or otherwise rendered invalid.

☐ Yes ☐ No If yes, please explain. Include the conviction, approximate date, and city/state of each:

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## EMPLOYMENT/VOLUNTEER EXPERIENCE AND REFERENCES

Start with your present or last job working back in time and explain any significant gaps in time. Include any job-related military service assignments and volunteer activities. **THIS SECTION MUST BE COMPLETED - (If you desire, you may attach a resume in addition to completing this Section).**

I) Employer's Name and Address  Telephone: Job Title: Name of Supervisor:	From		To			Reason for Leaving:	
	Mo	Yr	Mo	Yr			
	Work Performed:						
II) Employer's Name and Address  Job Title: Name of Supervisor:	From		To			Reason for Leaving:	
Mo		Yr		Mo			Yr
Work Performed:							

<b>III) Employer's Name and Address</b>	From		To			Reason for Leaving:
	Mo	Yr	Mo	Yr		
Job Title:	Work Performed:					
Name of Supervisor:						
<b>IV) Employer's Name and Address</b>	From		To			Reason for Leaving:
	Mo	Yr	Mo	Yr		
Job Title:	Work Performed:					
Name of Supervisor:						

Are you currently employed?

☐ Yes ☐ No

Give name, address and telephone number of three references who are not related to you and who are not previous employers.

Name	Address	Telephone

## EDUCATIONAL BACKGROUND

	High School (or GED)	Undergraduate College/University	Graduate/Professional
School Name and Location			
Diploma/Degree Obtained			
Describe Course of Study, if applicable			
Describe any Job Related Certifications			

State any additional information you feel may be helpful to us while considering your application.

## POST-CONDITIONAL OFFER REQUIREMENT

By signing this application, you acknowledge the District has a drug and alcohol policy, and agree to comply with that policy, including undergoing a drug/alcohol test if the District makes a conditional offer for you to participate in its Volunteer Firefighter Candidate Training Program. You further acknowledge and agree that if you fail, or refuse to submit to, the drug/alcohol test, you will not be eligible to volunteer with the District. You further understand that certain over-the-counter medications or prescribed drugs may result in a positive test result, and agree that you will disclose over-the-counter medications or prescribed drugs you are currently taking or have taken within the past thirty (30) days. You further acknowledge that the District will check and confirm all information provided by you in this application if the District makes a conditional offer for you to participate in its Volunteer Firefighter Candidate Training Program.

## APPLICANT'S CERTIFICATION AND SIGNATURE

I certify that the answers given in this application, including any documentation submitted with, or in connection with, this application are true and complete.

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Applicant's Signature

## NOTICE OF INHERENTLY DANGEROUS ACTIVITY – RELEASE

Chaffee County Fire Protection District  
Physical Agility Test

### I. Recitals

WHEREAS, the Chaffee County Fire Protection District ("**District**") is a political subdivision of the State of Colorado, formed pursuant to C.R.S. § 32-1-101, *et seq.* to provide fire suppression, fire prevention, emergency medical, emergency rescue, and hazardous materials services ("**Emergency Services**") to the citizens and property within its jurisdiction;

WHEREAS, the undersigned individual ("**Participant**") desires to submit an application to participate in the District's Volunteer Firefighter Candidate Training Program ("**Program**"). The Participant acknowledges and agrees that he/she will not receive compensation for the position, and that the position is entirely voluntary;

WHEREAS, in order to submit an application for membership in the Program, the Participant must complete a Physical Agility Test (PAT), which measures the Participant's performance of physical tasks and his/her ability to perform actual or simulated job tasks necessary to the performance of the essential functions of the volunteer firefighter position;

WHEREAS, the Participant desires to take the District's PAT. The Participant understands participation in the District's PAT is purely voluntarily and is at Participant's own risk. Participant is solely responsible for determining that he/she is in appropriate physical condition to take the District's PAT. The District strongly recommends that Participant consult a physician to determine whether he/she is in physical condition to take the District's PAT;

WHEREAS, the Participant will not be covered by the District's worker's compensation insurance while taking the District's PAT. The District strongly recommends that the Participant have medical insurance coverage prior to taking the District's PAT; and,

WHEREAS, the District is willing to allow the participant to participate in the PAT on the following terms and conditions:

### II. Representation as to Physical Fitness to take the PAT.

The Participant understands participation in the District's PAT is purely voluntarily and is at Participant's own risk. Participant is solely responsible for determining that he/she is in appropriate physical condition to take the District's PAT. The District strongly recommends that Participant consult a physician to determine whether he/she is in physical condition to take the District's PAT.

The Participant hereby represents that he/she has been provided a copy of the PAT description and that he/she has read and understands the physical tasks that are performed as part of the PAT. The Participant hereby represents that he/she is physically fit to perform the physical tasks described in the PAT description, and that he/she is not aware of any physical or mental condition that could result in severe injury or death, or that could be exacerbated or worsened, as a result of his/her participation in the PAT.

### **III. Notice**

**THE PAT INVOLVES INHERENTLY DANGEROUS ACTIVITIES THAT MAY RESULT IN SEVERE PERMANENT INJURY OR DEATH. THE PARTICIPANT EXPRESSLY UNDERSTANDS AND AGREES THAT THE PAT WILL UTILIZE EQUIPMENT AND WILL TAKE PLACE WITHIN FACILITIES AND AREAS THAT ARE PART OF THE OPERATIONS OF A WORKING FIRE DEPARTMENT, AND, AS SUCH, PARTICIPATION IN THE PAT BRING THE PARTICIPANT INTO PROXIMITY WITH INHERENTLY DANGEROUS ACTIVITIES THAT MAY RESULT IN SEVERE PERMANENT INJURY OR DEATH. THE PARTICIPANT ALSO EXPRESSLY UNDERSTANDS AND AGREES THAT PARTICIPATION IN THE PAT INCLUDES THE PERFORMANCE OF PHYSICAL TASKS AND THE USE OF ANY AND ALL MACHINERY, EQUIPMENT, AND APPARATUS THAT INVOLVES INHERENTLY DANGEROUS ACTIVITIES THAT MAY RESULT IN SEVERE PERMANENT INJURY OR DEATH.**

### **IV. Agreement**

**A. Assumption of Risk.** The Participant, having read and thoroughly understood the above NOTICE, expressly agrees that the PAT involves inherently dangerous activities that may result in severe permanent injury or death, and that the Participant is solely responsible for, and hereby assumes, any and all risks associated with the Participant's participation in the PAT.

**B. Release of Liability.** In consideration for being permitted to participate in the PAT and for being further considered by the District for the position of volunteer firefighter, the Participant hereby releases, waives, and discharges the District, and its current and former directors, officers, employees, volunteers, agents, and representatives, from any and all liability, causes of action under any theory of law or equity, claims and demands, damages, costs, expenses, and compensation arising from or relating to any injury or damages, including death, incurred by the Participant or any third party as a result of traveling to, preparing for, participating in, or returning from the PAT.

**C. Indemnification.** In consideration for being permitted to participate in the PAT, and for being further considered by the District for the position of volunteer firefighter, the Participant agrees to indemnify, defend, and hold harmless the District, and its current and former directors, officers, employees, volunteers, agents, and representatives (collectively, "**Indemnitees**") from and against any loss, liability, damage, claim, cost, or expense of any kind or nature whatsoever, which one or more of the Indemnitees may incur due to the intentional or negligent act or omission of the Participant in traveling to, preparing for, participating in, or returning from the PAT. The Indemnitees shall have the sole right to select legal counsel to defend them in connection with any claim, lawsuit, or proceeding



coming within the scope of this indemnification provision, notwithstanding the Participant's obligation to pay the fees, costs, and expenses incurred by such legal counsel.

**D. No Waiver of Immunity.** Nothing in this document is intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District and its directors, officers, employees, volunteers, agents, and representatives under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

**E. Additional Terms.** Colorado law governs this document. Jurisdiction and venue shall lie exclusively in Chaffee County. If any provision in this document is held invalid or unenforceable, all other provisions shall continue in full force and effect. This document is not intended to, and shall not, confer rights on any person or entity other than the District and the Participant. In any dispute arising from or relating to this document, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

**F. Declaration of Age.** The Participant declares and represents that he/she is at least 18 years of age.

**PARTICIPANT:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_