

WAIVER AND RELEASE OF LIABILITY/INDEMNIFICATION AGREEMENT

This Agreement is entered into by (collectively, "Fire Departments") and the town of Morristown, Indiana ("Morristown") this _____ day of _____,

TERMS AND CONDITIONS

1. Fire Departments desire to have access to a training site generally known as the Town Dump in Morristown, Indiana ("Training Area"), for the purpose of performing training activities ("Training Event") for members of the Fire Departments.
2. Fire Departments agree to limit their usage of Morristown property to the Training Area, which will include only those areas designated by Morristown representatives.
3. Fire Departments agree to obtain permission for use of the Training Area from Morristown prior to scheduling and holding any Training Event.
4. Fire Departments agree to comply with all applicable laws and safety requirements and to have a safety officer on site at all times during each Training Event.
5. In consideration for being able to use the Training Area for the Training Event, Fire Departments, waive, release and discharge Morristown, its officers, agents, servants, and employees from all liability for any loss or damage whatsoever relating to the Training Event, including personal injury, property damage, medical expenses, and any other type of expense.
6. Fire Departments acknowledge, agree and represent that upon entering, it will inspect the Training Area. Fire Departments further acknowledge and agree that their use of the Training Area constitutes an acknowledgement that the Training Area has been inspected and that Fire Departments find and accept the Training Area as being safe and reasonably suited for use. Fire Departments accept the Training Area in its present condition, and without representation or warranty by Morristown as to the condition of the Training Area or as to the use or occupancy that may be made of it.
7. If there is any damage to Morristown property as a result of a Training Event, Fire Departments shall immediately report that damage to Morristown management. Fire Departments shall be responsible for repair of the damage and return of the Morristown property to its condition prior to the Training Event.
8. Fire Departments agree to release, hold harmless, and indemnify' Morristown from any and all liability for any loss, injury, and/or damages sustained by any individual attending any Training Event or sustained by any third party in connection with or as a result of a Training Event, including any loss, injury, and/or damages incurred due to the negligence of Morristown, it agents, and its employees.

9. Fire Departments agree to provide all supplies and equipment for each Training Event and to return the Training Area to its prior condition following the Training Event.

10. Fire Departments agree they shall take all reasonable steps to ensure that the Training Event shall not interfere with Morristown operations.

11. At all times relevant to the Training Event, Fire Departments shall maintain a policy of general liability insurance which shall provide coverage for the Fire Departments' obligations pursuant to this Agreement.

12. Fire Departments shall be responsible for ensuring that any licenses or permits necessary for each Training Event are obtained.

13. Either party may terminate this Agreement for any reason upon three days' written notice. Morristown reserves the right to terminate this Agreement immediately at any time if it determines in its sole discretion that the Training Event will interfere in any manner with Morristown's operations, or if it believes that the Training Event may violate any city, county, state or federal law.

14. Fire Departments agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Indiana, that it is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full force and effect.

15. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the transactions contemplated.

16. This Agreement will be governed by the laws of the State of Indiana. Any legal action relating to this Agreement shall be brought in the courts of Hancock County, Indiana.

The parties hereby execute this Agreement on the dates set forth below.

Morristown

_____ **Fire Department**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

_____ **Fire Department**

By: _____

Name: _____

Title: _____

Date: _____

_____ **Fire Department**

By: _____

Name: _____

Title: _____

Date: _____

_____ **Fire Department**

By: _____

Name: _____

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Name: _____

Title: _____

Date: _____

_____ **Fire Department**

By: _____

Name: _____

Title: _____

Date: _____

_____ **Fire Department**

By: _____

Name: _____

Title: _____

Date: _____