

RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

WHEREAS, I, _____, will be participating in a firefighting training course conducted by the Indiana Department of Homeland Security at the City of Bloomington's Fire Training Tower and Training Center on the following date(s) _____; and

WHEREAS, the training course includes strenuous physical activity and potentially dangerous and life-threatening activities associated with fighting fires and training to fight fires; and

WHEREAS, due to the extreme physical demands placed upon participants and the materials used in training, including live fire, the training course carries a risk of physical injuries, including death, to participants; and

WHEREAS, by my participation in this activity, the undersigned assumes the risk for injury or death that may result from his/her participation;

NOW, THEREFORE, in consideration of my participation in this training course, which is being held by the Indiana Department of Homeland Security at the City of Bloomington's Fire Training Tower and Training Center on _____, the undersigned agrees to the following:

- 1) The City of Bloomington retains the right to control and manage its facilities and its training course and may enforce all reasonable rules for its management as determined by the City of Bloomington in its sole discretion. The undersigned agrees to abide by any such rules, policies and conditions that may be in effect from time to time. The City of Bloomington absolutely forbids the use of its facilities in any manner, or for any conduct, which violates any governmental rule/law
- 2) The undersigned indemnifies the City of Bloomington against all liability and costs, including attorneys' fees, in any way connected with the training course or use or occupancy of any City of Bloomington facility or vehicle. The undersigned bears all responsibility and shall hold the City of Bloomington harmless from any responsibility for any bodily injury, including death, to any and all persons or property damage arising out of or in any way connected with his/her participation in the training course. I, as the undersigned, understand that this Release binds me, my spouse, and all heirs, executors and administrators of those individuals.
- 3) The undersigned agrees to release, hold harmless and indemnify the City of Bloomington, its employees, officers and agents for any claim or claims arising out of any incident connected with or related to in any way to my participation in the training course or riding in a City of Bloomington vehicle. This includes claims for personal injury, death, property damage,

and/or other types of harm or injury. I, as the undersigned, understand that this Release binds me, my spouse, and all heirs, executors and administrators of those individuals.

The above terms and conditions are accepted.

Signature

Date

Phone Number

Address

Name of Emergency Contact Person

Phone Number

CITY:

City of Bloomington Signature

Date

Title of City Official

Phone Number