

CITY OF JACKSON, MISSOURI
RELEASE OF CLAIMS AND WAIVER OF LIABILITY

In consideration of my participation in training at the City of Jackson, Missouri ("City"), Fire Rescue Training Center, I do hereby make the following representations and acknowledgements:

1. I acknowledge and agree that training will involve running, lifting, climbing, carrying, exercising, and other physical activities. I also acknowledge that there are risks of injury involved in participating in training. I further acknowledge that if I am not in good physical condition, or if I have preexisting injuries, diseases, or physical conditions which may be aggravated by this training, that I am placing myself at risk.
2. I acknowledge and agree that by participating in training, I am not an agent, servant or employee of the City and therefore, I will not be covered by any worker's compensation, death or disability benefits of the City.
3. I hereby release, discharge and covenant not to sue (and relinquish my rights to sue) the City, its officers, agents, employees, attorneys, and successors and assigns from and with respect to any and all liability, claims, demands, actions, suits, rights and/or causes of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the negligence of the City in part, that may arise from my use of the Center and participation in training including, without limitation, any damage to property or bodily and/or personal injury in connection therewith. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or

otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am hereby releasing any and all unknown future claims.

4. To the fullest extent permitted by law, I agree to indemnify, defend and hold harmless the City, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the use of City's facilities, buildings, equipment or infrastructure, including the Fire Rescue Training Center, under this Agreement involving an injury or death of person, or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of myself, regardless of whether caused in part or by the negligence or wrongdoing of City and any of its agents or employees.

Date

Signature

Printed Name

Address

For Participants who are students of the Career & Technology Center for the Cape Girardeau School District.

This is to certify that I, as parent or guardian with legal responsibility for this student do consent and agree to such student's execution of this Release of Claims and Waiver of Liability Form, and I, for myself and on behalf of such student, agree to be bound by all terms and conditions contained herein.

Date

Signature

Printed Name

Address
