



TRAINING AND RELEASE AGREEMENT

This Training and Release Agreement (the “Agreement”) is entered into this _____ day of _____, 20____ by and between the **CITY OF JACKSON, MISSOURI, a municipal corporation**, (“City”) and _____, (“Department”),

WITNESSTH:

WHEREAS, the City owns and operates the Fire Rescue Training Center (“Center”) located at 2220 Lee Avenue, Jackson, Missouri; and

WHEREAS, the City makes the Center available for training purposes to the personnel of other departments and students of the Career & Technology Center for the Cape Girardeau School District (hereinafter jointly described as “Department”); and

WHEREAS, the City’s Center is valuable to Department personnel and students for improving firefighting and rescue skills; and

WHEREAS, the knowledge and skill Department personnel and students receive are valuable to the City for mutual aid purposes and training students who may become potential recruits for the City’s firefighting and rescue department;

NOW THEREFORE, the parties agree as follows:

1. Department personnel and students shall be candidates for Fire Fighter I and II certification.
2. Department personnel and students shall provide their own structural firefighting PPE, PASS device, and SCBA that are NFPA compliant, in good working condition, and meet testing (hydrostatic) requirements.
3. Department personnel and students shall participate in preparing the Center before training commences and cleanup of the Center after training is completed.

4. Department personnel and students shall obtain, use and dispose of all consumables including, but not limited to, propane, extrication prop, refreshments, apparatuses, appliances, tools, and communication systems.
5. Department personnel and students shall comply with the Center's Standard Operation Guidelines and the National Fire Protection Association Standard 1403 (Fire Brigade Standards) while participating in training at the Center.
6. Prior to participation in training at the Center, Department shall provide a Certificate of Insurance with the following coverage:
 - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
 - Worker's Compensation Insurance (if applicable) within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
 - Additional Insured Endorsement naming the City as a named additional insured.
 - The City listed as Certificate Holder on the signed Certificate of Insurance.
 - Insufficient or lapsed insurance coverage at any time will be good cause for termination of this Agreement.
 - No provision of this Agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.
7. To the fullest extent permitted by law, Department agrees 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 under this Agreement involving injury or death of a

- 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 the Department, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.
8. Department personnel and students shall execute a separate Release and Waiver of Liability Form. In addition, a parent or guardian shall also execute a separate Release and Wavier of Liability Form on behalf of the student.
 9. City shall have the right, in its sole discretion, to terminate this Agreement, exercisable by delivering written notice to the Department stating the date and time the termination is effective.
 10. This Agreement contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Agreement sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.
 11. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In the event of a dispute between the parties, the venue shall be in the Circuit Court of Cape Girardeau County, Missouri.

12. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and its respective legal representatives, successors, and assigns.

13. In any case one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

(Left Blank Intentionally)

CITY:

CITY OF JACKSON, MISSOURI

Jason Mouser, Fire Chief

DEPARTMENT:

By: _____

Print Name: _____

Agency: _____

Title: _____

Date: _____