



EATON FIRE PROTECTION DISTRICT

50 S. Maple Ave
Eaton, CO 80615
(970) 454-2115
EATONFIRE.ORG

TRAINING CENTER RELEASE FOR USE BY OUTSIDE AGENCY or GROUP

The Eaton Fire Protection District's (EFPD) Training Center may be used by others according to EFPD policies and procedures. Approval for use of EFPD facilities does not constitute EFPD endorsement of any organization or the beliefs of the organization or group. _____ ("Applicant") desires to use the EFPD's Training Center. By signing this Release, the Applicant agrees to the following:

1. Applicant, to the extent permitted by law, shall indemnify, hold harmless, and release EFPD and its officers, agents, and employees from any damages, loss of property within the premises, cost, expense, and/or liability for personal injury or death of any person arising from the utilization of EFPD premises and equipment approved for use in this Release including claims or demands asserted by any third party or by any employee, agent or volunteer of Applicant for any such loss, damage, or injury; but specifically excluding any claims or demands arising from EFPD's own negligent acts or omissions.
2. Applicant shall be legally responsible for the conduct and control of both its patrons and participants when using the EFPD facilities. EFPD personnel shall not be asked, and shall not volunteer, to supervise any of Applicant's employees, students, volunteers or patrons.
3. Applicant shall use the EFPD's facilities according to EFPD policies and administrative regulations. EFPD reserves the right to deny, cancel, or revoke Applicant access without penalty when it is determined by EFPD, in EFPD's sole discretion, that the Applicant fails to obey any EFPD rules or regulations, causes a nuisance, engages in inappropriate activities as prohibited by EFPD policies, engages in fraudulent activities, is in violation of state or federal law, or when such action is in the best interest of EFPD.
4. Applicant shall be financially responsible for the repair and/or replacement, in the discretion of EFPD, of damaged facilities and/or equipment resulting from the Applicant's use of EFPD facilities.
5. EFPD reserves the right to call emergency medical aid for the Applicant and the Applicant's injured patrons or participants and Applicant and/or said patron or participant accepts responsibility for any financial obligations arising from such emergency medical aid or transportation to a medical facility.
6. This Release will not be approved unless the Applicant meets EFPD's insurance requirements, including workers' compensation coverage, in effect at the time of the request. A certificate of insurance showing EFPD as an additional insured may be required.
7. Applicant expressly agrees that this Release contains significant legal waivers and indemnity provisions, which impact Applicant's legal rights, and is intended to be as broad and inclusive as permitted by, and construed under, the laws of the State of Colorado. If any particular provision in this Release shall be deemed invalid, the same shall not affect the balance of this Release and the remaining provisions thereof. No provision of this Release shall be construed as a contractual waiver, express or implied, of any immunities or defenses provided by the Colorado Governmental Immunity Act, Sec. 24-10-101 and following, C.R.S., as amended, or any other applicable law.

Applicant Signature: _____

Date: _____

Name of Organization, AHJ, or Group: _____

EFPD Signature: _____

Date: _____