



**EATON FIRE
PROTECTION
DISTRICT**

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

OUTSIDE PARTICIPANT - TRAINING CENTER RELEASE

The Eaton Fire Protection EFPD's (EFPD) sponsored training events may be attended by other individuals that are not current members of the EFPD, according to EFPD policies and procedures. Approval for any outside individual to participate in an EFPD training event shall be at the sole discretion of the Fire Chief, according to EFPD policies and procedures.

_____ ("Applicant") desires to attend an EFPD training and is not a current employee of EFPD. By signing this Release, the Applicant agrees to the following:

1. Applicant 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 Applicant's participation in an EFPD training event, 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.
2. Applicant hereby assumes full responsibility for any and all risk of bodily injury, death or property damage, while participating in any EFPD training event or using EFPD facilities, and acknowledges and represents that Applicant is in good health and good physical condition, and knows of no limitation or condition which may cause a risk of physical injury or death while participating in a EFPD training.
3. Applicant shall participate in the training and use all 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 the 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 the EFPD.
4. Applicant shall be financially responsible for the repair and/or replacement, in the discretion of the EFPD, of damaged facilities and/or equipment resulting from the Applicant's use of EFPD facilities.
5. The EFPD reserves the right to call emergency medical aid for the Applicant and Applicant accepts responsibility for any financial obligations arising from such emergency medical aid or transportation to a medical facility.
6. Applicant affirmatively represents that Applicant is choosing to engage in EFPD training voluntarily and with the express knowledge that Applicant shall in no way be covered by any of EFPD's benefits or coverages, including, but not limited to workers' compensation insurance or general liability coverage, while Applicant is participating in any EFPD training or using EFPD facilities.
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 Applicant's affiliation or home agency: _____

EFPD Signature: _____

Date: _____