

## RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

**Releasees:** Iowa Central Community College, Iowa Central Community College Board of Trustees, Iowa Central Homeland Security Training Center and its employees, and all regents, agents and employees of these entities.

**Release:** In consideration for facilitating my participation in training sessions at any time, I for myself, spouse, children, heirs, next of kin, assigns and anyone acting on my behalf, release, waive, discharge, covenant not to sue and agree to hold the above Releasees harmless from any and all claims, demands and actions of every kind I have, may have or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my attending training sessions, whether or not caused by the negligence of the Releasees. This Release includes the time when I am participating in the training sessions, and when traveling to and from the training sessions. This Release includes claims for property loss or damage and for personal injuries to me, including death.

**Risks:** To the best of my knowledge, I can participate in the training sessions, I am aware of the risks and hazards connected with the sessions, and I elect to participate voluntarily and engage in these training sessions, knowing that they may be hazardous to me and my property. I voluntarily assume full responsibility for property loss or damage and for personal injury, including death, that I may sustain as a result of being engaged in these training sessions, whether or not caused by the negligence of the Releasees. I verify that there is no legal reason why I should not be in possession of any firearms or simulated firearms if necessary and as part of the training.

**Indemnity:** I also agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney's fees, that they may incur due to my participation in the training sessions, whether caused by the negligence of Releasees or otherwise. For example, I specifically agree to indemnify and hold harmless the Releasees from losses they may incur as a result of my injuring another person or damaging another person's property while participating in the training sessions.

**Intent:** I intend that this Release and Indemnity Agreement bind not only me, but also the members of my family and my spouse (if any) if I am alive, and my heirs and personal representatives if I am not alive. I intend this as a release, discharge and promise not to sue the Releasees. I further agree that this Release and Indemnity Agreement should be construed in accordance with the laws of the State of Iowa.

### **Equipment**

**Damage:** I hereby agree to reimburse Releasees for any and all costs associated with damages to equipment, property or other tangible items that I may damage or cause to be damaged while participating in this training. This agreement includes my promise to pay to Releasees the cost of any repairs, loss or damages I cause to any equipment, or property supplied to me or made available to me while in this training program. I also agree to indemnify and hold harmless the Releasees from any loss, liability, damages or costs, including court costs and attorney's fees that they may incur due to my failure to pay the costs of repair or replacement of damaged property as agreed should the Releasees be required to institute any legal action to recover the same from me.

I, \_\_\_\_\_ have read this Release of Liability and Indemnification Agreement, understand it and voluntarily agree to and accept its terms.

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PARTICIPANTS SIGNATURE

DATE