



# BCRFTC

## NOTICE OF DANGEROUS ACTIVITY – ANNUAL RELEASE (Member Agency)

The Boulder County Regional Fire Training Center ("**BCRFTC**") is a non-profit corporation established for the purpose of maintaining a training facility located at 6055 Reservoir Road, Boulder, Colorado, a training facility located at 111 First Avenue, Longmont, Colorado, and two mobile fire trailers (collectively, the "**Facilities**"), and assisting member agencies in scheduling use of the Facilities.

### NOTICE

**BCRFTC PROVIDES THE FACILITIES IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE FACILITIES, INDIVIDUALLY OR COLLECTIVELY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR ANY CONDITION, OPERATION OR PURPOSE, OR THE SAFETY OF THE FACILITIES OR ANY PARTS THEREOF. THE UNDERSIGNED MEMBER AGENCY EXPRESSLY UNDERSTANDS AND AGREES THAT THE FACILITIES ARE INTENDED TO BE USED FOR FIRE AND OTHER EMERGENCY SERVICES TRAINING AND OTHER ACTIVITIES THAT ARE INHERENTLY DANGEROUS AND THAT MAY RESULT IN SEVERE PERMANENT INJURY OR DEATH TO THE MEMBER AGENCY'S PERSONNEL USING THE FACILITIES OR ANY PARTS THEREOF.**

**ASSUMPTION OF RISK:** The undersigned member agency, having read and thoroughly understood the above NOTICE, expressly agrees BCRFTC provides the Facilities in "as is, where is" condition without any express or implied representations, warranties or guarantees of any kind whatsoever, and that the undersigned member agency is solely responsible for, and hereby assumes, any and all risks associated with the member agency and its personnel entering or using any portion of the Facilities and/or conducting training/education, participating in fire academies or special events, or engaging in other activities of any nature whatsoever on or in any portion of the Facilities.

**RELEASE OF LIABILITY:** In consideration for being permitted to enter and use the Facilities, the undersigned member agency hereby releases, waives, and discharges BCRFTC, and its current and former directors, officers, agents and representatives, from any and all liability, causes of action under any theory of law or equity, claims and demands, damages, costs, expenses and compensation arising from or relating to any injury or damages to person or property incurred by the undersigned member agency, its personnel or any third party as a result of the member agency or its personnel entering or

**OVER**

using any portion of the Facilities and/or conducting training/education, participating in fire academies or special events, or engaging in other activities of any nature whatsoever on or in any portion of the Facilities.

**INDEMNIFICATION:** In consideration for being permitted to enter and use the Facilities, the undersigned member agency hereby agrees, to the extent permitted by law, to indemnify, defend and hold harmless BCRFTC, and its current and former directors, officers, agents and representatives (collectively, "***Indemnities***") from and against any loss, liability, damage, claim, cost or expense of any kind or nature whatsoever, which one or more of the Indemnities may incur due to the member agency or its personnel entering or using any portion of the Facilities and/or conducting training/education, participating in fire academies or special events, or engaging in other activities of any nature whatsoever on or in any portion of the Facilities. The Indemnities shall have the sole right to select legal counsel to defend them in connection with any claim, lawsuit or proceeding coming within the scope of this indemnification provision, notwithstanding the undersigned member agency's obligation to pay the fees, costs and expenses incurred by such legal counsel.

**NO WAIVER OF IMMUNITY:** Nothing in this document is intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by BCRFTC and the undersigned member agency, and their directors, officers, employees, volunteers and representative under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

**ADDITIONAL TERMS:** Colorado law governs this document. If any provision in this document is held invalid or unenforceable, all other provisions shall continue in full force and effect. This document is not intended to, and shall not, confer rights on any person or entity other than BCRFTC and the member agency. In any dispute arising from or relating to this document, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award.

MEMBER AGENCY NAME: \_\_\_\_\_  
(Please Print Clearly)

NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
(Please Print Clearly)

AUTHORIZED REPRESENTATIVE'S SIGNATURE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date