



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<i>* see below</i>				
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Budget Account No.: Fund 1300 Dept 440 Unit 4221 Object Various

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\* The fiscal impact cannot be determined at this time since fees are assessed based on actual activity and use of the facility. There are no expenditures related to the approval of this agreement. The Town will be responsible for the payment of User Fees in accordance with Department Policy VIII-7.

C. Departmental Fiscal Review: *g. h. mat*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

<u><i>Thomas Babcock</i></u> OFMB VA 1/25/12 2/1/12	<u><i>Dr. J. Jacobson</i></u> 2/3/12 Contract Dev. and Control 2-3-12 (B. Wheeler)
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**B. Legal Sufficiency:**

*Ivan Bunn* 2/7/12  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**LICENSE AGREEMENT FOR TRAINING AT THE PALM BEACH COUNTY FIRE  
RESCUE REGIONAL TRAINING CENTER**

**THIS LICENSE AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, (herein referred to as "COUNTY") and the TOWN OF PALM BEACH (herein referred to as "LICENSEE").

**WITNESSETH:**

**WHEREAS**, COUNTY is the owner of the real property and improvements at the Chief Herman W. Brice Fire Rescue Complex, 405 Pike Road, West Palm Beach, Florida, including certain non-public forum areas and facilities that may be used for fire-rescue and other public safety training activities (herein referred to as the "Palm Beach County Fire Rescue Regional Training Center" or the "**Regional Training Center**") (see aerial map attached hereto as **Exhibit A** and incorporated herein); and

**WHEREAS**, LICENSEE desires to use the Regional Training Center from time to time to provide training activities for public safety personnel; and

**WHEREAS**, LICENSEE represents and warrants that it is authorized, qualified and competent to provide the contemplated training activities; and

**WHEREAS**, COUNTY is willing to grant LICENSEE a non-exclusive, revocable license to use certain areas of the Regional Training Center during certain time periods for the purposes herein defined; and

**WHEREAS**, it is anticipated that use of the Regional Training Center as contemplated herein for training of public safety personnel will improve the quality of emergency response to the public.

**NOW THEREFORE**, in consideration of the covenants and agreements herein set forth on the part of LICENSEE to be observed and performed, COUNTY hereby grants LICENSEE a non-exclusive, revocable license(s) as set out in each approved Use Agreement (as herein defined), to use the Premises (as herein defined) during certain Training Periods (as herein defined), for the purpose of training public safety personnel and upon the following terms and conditions:

**ARTICLE I  
BASIC PROVISIONS**

**Section 1.01 Recitals**

The foregoing recitals are true and correct and incorporated herein.

### **Section 1.02 Purpose**

The purpose of this License Agreement is to grant public safety agencies, and other authorized entities, access to the Regional Training Center to conduct training of public safety personnel. It is anticipated that the use of the Regional Training Center for this purpose will improve the quality of emergency response to the public.

### **Section 1.03 Length of Term; Commencement Date**

This License Agreement shall commence on December 28, 2011 (the "Commencement Date"). The term of this License Agreement shall be for a period of one year from the Commencement Date, unless terminated earlier pursuant to the provisions herein.

During the term of this License Agreement, LICENSEE shall be permitted to use the Regional Training Center only during the time period(s), and in the training area(s), identified and approved in a Use Agreement (as herein defined in Section 1.04).

### **Section 1.04 Use Agreement; Premises; Training Period**

For each desired use of the Regional Training Center during the term of this License Agreement, LICENSEE must apply for advance written approval on the standard Palm Beach County Fire Rescue Regional Training Center Facility Use Request Agreement (herein referred to as "Use Agreement"), which is attached hereto as **Exhibit B** and incorporated herein. LICENSEE must provide all information requested on the Use Agreement, including the date(s), time(s), training area(s), event(s), activity(ies), attendance, equipment and props requested for use.

The Palm Beach County Fire-Rescue Administrator or his designee (herein referred to as "Administrator") is authorized to approve or disapprove on COUNTY's behalf Use Agreements, in a form substantially similar to that set out in Exhibit B, in accordance with the purpose of this License Agreement and the availability of the requested training area. Kirk Blouin, Public Safety Director, Town of Palm Beach is authorized to execute said Use Agreements on LICENSEE's behalf.

Each approved Use Agreement shall constitute the granting of a non-exclusive, revocable license for LICENSEE to use the specified training area(s) of the Regional Training Center for the specified public safety training event or activity during the specified time period, all as identified and approved on said Use Agreement. For the duration of the time period set out on each approved Use Agreement (herein referred to as the "Training Period"), the specific training area(s) of the Regional Training Center identified on each said Use Agreement, including the real property, improvements, props and equipment assigned to or located thereon at the commencement of the Training Period, shall be deemed to be included in the term "Premises" for purposes of this License Agreement. Each approved Use Agreement is incorporated herein by reference as a part of this License Agreement.

## **ARTICLE II CONDUCT OF BUSINESS AND USE OF PREMISES BY LICENSEE**

### **Section 2.01 Use of Premises**

LICENSEE's use of the Premises shall be strictly limited to training public safety personnel in accordance with the terms and conditions of this License Agreement, including the date(s), time(s), training area(s), event(s), activity(ies) and attendance identified on an approved Use Agreement. LICENSEE shall not use, permit or suffer the use of the Premises for any other business or purpose whatsoever.

The fees for LICENSEE's use of the Premises shall be in accordance with the Chief Herman W. Brice Fire-Rescue Complex User Fee Schedule (herein referred to as the "Fee Schedule") in effect at the time of the applicable Training Period, which Fee Schedule is hereby deemed incorporated herein by reference as a part of this License Agreement and as part of each Use Agreement. The Fee Schedule shall be established and updated annually by COUNTY pursuant to Palm Beach County Fire Rescue Operational Procedure #VIII-7, as it may be amended from time to time. Certain types of training may require or permit the use or rental of certain COUNTY personnel, equipment, apparatus, props and/ or supplies, at LICENSEE's expense, as detailed on the Fee Schedule and/or Use Agreement. LICENSEE shall be bound to comply with the terms and conditions set out on the Fee Schedule and each Use Agreement as if said terms and conditions were set out in this License Agreement.

LICENSEE agrees, represents and warrants that any and all training conducted hereunder shall be conducted under appropriate supervision and in accordance with all applicable training regulations and industry standards to minimize exposure to undue harm. LICENSEE agrees, represents and warrants that all training shall be conducted by instructors and other applicable personnel who are fully qualified and have all necessary licenses or other required approvals.

Should LICENSEE desire to contract with, or otherwise use, any third-party to provide instruction or otherwise conduct any portion of the training events or activities on the Premises, LICENSEE shall provide the Administrator with the names of all such third-parties, evidence of their insurance as set out in Article V, and any other information requested by the Administrator, at least fifteen (15) days prior to the applicable Training Period. LICENSEE must obtain the written consent of the Administrator prior to allowing any such third-party to conduct any such instruction, event or activity on the Premises.

LICENSEE further agrees, represents and warrants that all students and other participants in the training to be performed hereunder shall have all necessary certifications, have met all necessary prerequisites, and otherwise are fully qualified, competent and fit to participate in said training.

LICENSEE shall not allow any minor person to participate in or attend any activities on the Premises, or to otherwise be present on the Premises; except that minor persons shall be allowed to participate in non-high-risk, public safety career exploration programs organized and designed for minors if the nature of said program and the inclusion of minors is clearly disclosed in a Use Agreement approved by the Administrator and if a properly executed **Student Registration Agreement for Non-High-Risk Public Safety Career Exploration Training** (attached hereto as **Exhibit C** and incorporated herein) is provided to the Administrator for each minor participant prior to the commencement of the applicable training period. LICENSEE shall prohibit any minor person from engaging in, registering for, or attending any and all high-risk activities on the Premises whatsoever. High-risk activities shall be as defined in **Section 5.05** herein.

LICENSEE shall not cause or allow, and shall prohibit, the use or presence of any explosives on the Premises, except for explosive devices that are designed and lawfully used as training aids in a class with advanced written approval from the Administrator.

LICENSEE shall obtain the prior written approval of the Administrator for any deliveries of equipment or supplies to the Premises. LICENSEE shall not post any signs, banners, posters, decorations or any other displays on the Premises unless approved in advance by the Administrator. LICENSEE shall not use any noise amplification device unless approved in advance by the Administrator.

## Section 2.02 Improvements

LICENSEE shall make no improvements, alterations or additions to the Premises whatsoever.

### **Section 2.03 Condition of Premises; Inspections**

LICENSEE accepts the Premises in "as is" and "where is" condition as of the commencement of LICENSEE's use of the Premises each day of the Training Period. LICENSEE accepts that the Premises may contain visible and/or hidden, known and/or unknown, hazards and hazardous materials. LICENSEE hereby accepts all risk relating to use of the Premises. COUNTY makes no warranties or representations about the condition or capabilities of the Premises, or the suitability or appropriateness of the Premises for LICENSEE's use. LICENSEE shall not be entitled to rely upon any such warranties or representations that may be, or may have been made, by any COUNTY personnel or representative.

At the commencement of LICENSEE's use of the Premises each day of the Training Period, LICENSEE shall inspect the Premises and immediately notify the Administrator in writing of any damage to the Premises or any condition or activity on the Premises which poses a risk to persons or property beyond any risk inherent in the training activity. These obligations shall continue throughout the Training Period, including a final inspection at the conclusion of LICENSEE's use of the Premises every day during each Training Period.

If directed by COUNTY, LICENSEE shall postpone any or all of its use of the Premises until COUNTY notifies LICENSEE that it may commence or resume its use. Failure of LICENSEE to inspect the Premises or notify the Administrator shall not relieve LICENSEE of its obligation to pay for damages pursuant to Section 4.01.

### **Section 2.04 Waste or Nuisance**

LICENSEE shall not commit or suffer to be committed upon the Premises any waste, nuisance or other act or thing which may result in damage or depreciation of value of the Premises, or which may result in an unsightly condition, or which may affect COUNTY's interest in the Premises. LICENSEE shall not obstruct access to the Premises, the parking areas, driveways and other contiguous areas to the Premises.

LICENSEE shall not cause or allow the use, presence, storage or disposal of any substance or object prohibited by law or any contaminants whatsoever, including but not limited to hazardous or toxic materials or substances, chemicals, and petroleum products, on the Premises or upon adjacent lands, except for devices that are designed and lawfully used as training aids in a class with advanced written approval of the Administrator.

### **Section 2.05 Compliance with Laws, Regulations and Policies**

LICENSEE shall, at its sole cost and expense, secure any and all required licenses and permits, and shall comply with all local, state and federal laws, ordinances, rules and regulations, as they may be amended from time to time, pertaining to LICENSEE, its use of the Premises and its acts thereon. LICENSEE shall strictly comply with all terms, conditions, rules, protocols, procedures and policies set out in, or incorporated into, this License Agreement, including on the Fee Schedule and any applicable Use Agreement, and in the Palm Beach County Fire Rescue Regional Training Center Procedures Manual (herein referred to as the "**Regional Training Center Manual**"). The Regional Training Center Manual, which may be revised from time to time at the sole discretion of the Administrator, is hereby incorporated by reference as a part of this License Agreement. The Regional Training Center Manual may be reviewed by LICENSEE at the Regional Training Center.

LICENSEE shall ensure that its officers, employees, volunteers, instructors, students, trainees, agents, contractors, invitees, and all other persons entering the Premises with or without LICENSEE's consent or knowledge comply with all applicable laws, rules and regulations on the Premises.

#### **Section 2.06 Non-Discrimination**

LICENSEE represents and warrants that it shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises.

#### **Section 2.07 COUNTY's Right to Enter**

COUNTY shall have the right to enter the Premises at any time, without notice, for any purpose whatsoever. COUNTY agrees to exercise reasonable efforts to minimize interference with or disruption of LICENSEE's use of the Premises; provided, however, COUNTY shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a COUNTY work activity will take place on the Premises during LICENSEE's Training Period, which will disrupt or interfere with LICENSEE's operations, COUNTY will endeavor to provide prior notice to LICENSEE. The notice requirements provided under Section 7.02 shall not apply to this Section 2.07.

### **ARTICLE III FEES**

#### **Section 3.01 Fees**

The cost for conducting the training events and activities authorized by this License Agreement shall be the full responsibility of LICENSEE. For each use of the Premises, LICENSEE shall pay COUNTY the fees set forth on the Fee Schedule in effect at the time of said use, for all training areas, personnel, equipment, apparatus, props and/or supplies used by LICENSEE, which fees collectively shall be referred to as the "License Fee". As a deposit to hold the Premises for LICENSEE's use, LICENSEE shall pay to COUNTY one-half of the License Fee due upon execution of the corresponding Use Agreement; provided, however, that the Administrator is authorized, but not obligated, to extend the due date of said payment if LICENSEE is a governmental entity.

The full unpaid balance of the License Fee shall be due and payable within thirty (30) days after the expiration or earlier termination of the corresponding Training Period. In the event that LICENSEE's actual use of the training area(s), personnel, equipment, apparatus, props, and/or supplies exceeds that anticipated on the Use Agreement, LICENSEE shall be invoiced for the extra fees based on actual use, which shall be due and payable as part of, and at the same time as, the balance due on the License Fee.

In addition to the License Fee, LICENSEE shall reimburse COUNTY for any and all damages to the Premises resulting from LICENSEE's use, as set forth in Section 4.01. LICENSEE shall reimburse COUNTY for all said expenses within thirty (30) days after receipt of a written invoice for reimbursement from COUNTY.

#### **Section 3.02 Offset of License Fee**

If LICENSEE provides COUNTY with a tuition discount for a training program provided by LICENSEE to COUNTY fire-rescue employees, then the Administrator may in exchange offset a License Fee by an amount not to exceed the value of the tuition discount provided to COUNTY, provided that this License Fee offset shall not exceed fifty percent (50%) of the License Fee and that LICENSEE has not otherwise been compensated by COUNTY for the tuition discount. The basis and value of any such License Fee offset shall be clearly documented by the Administrator on the applicable Use Agreement.

#### **ARTICLE IV REPAIRS AND MAINTENANCE OF PREMISES**

##### **Section 4.01 Repairs and Maintenance; Surrender of Premises**

COUNTY shall not be obligated or required to make or conduct any improvements, maintenance or repairs whatsoever to the Premises. All portions of the Premises shall be kept in good repair and condition by LICENSEE during each Training Period. LICENSEE shall maintain the Premises free of trash and debris.

At the conclusion of each Training Period, and at the conclusion of LICENSEE's use of the Premises on each day of the Training Period, LICENSEE, at its sole cost and expense, shall surrender the Premises to COUNTY in good repair and condition and otherwise in the same condition the Premises were in at the date and time that the Training Period commenced. The foregoing includes, but is not limited to, transporting trash to a designated dumpster, leaving the Premises in broom-swept condition, and removing all LICENSEE's personal property from the Premises; provided, however, that with the prior written consent of the Administrator, LICENSEE may leave its personal property on the Premises at the end of a training day, if it is not the conclusion of the Training Period, in accordance with any direction of the Administrator. COUNTY shall not be responsible for any personal property left by LICENSEE.

Notwithstanding anything herein to the contrary, LICENSEE shall not repair or attempt to repair any damage to the Premises. In the event of any damage to the Premises arising in any way from LICENSEE's use of the Premises, COUNTY shall determine the cost of making the necessary repairs or maintenance, including administrative expenses. LICENSEE shall pay said amount to COUNTY within thirty (30) days after receipt of a written invoice from COUNTY.

Damage to the Premises shall be presumed to have arisen from LICENSEE's use if said damage was not noted in writing by LICENSEE at the commencement of its use of the Premises each day of the Training Period pursuant to Section 2.03.

##### **Section 4.02 Utilities**

COUNTY shall be responsible for all charges and assessments for providing water, gas, electricity, trash collection and removal, or any other utility used or consumed on the Premises; however COUNTY shall not be obligated to provide for, or pay for, any utilities that it does not ordinarily provide or offer at the Regional Training Center.

##### **Section 4.03 Security**

LICENSEE shall be fully responsible for prohibiting unauthorized persons from entering the Premises during the Training Period, and for leaving the Premises in a safe condition at the end of its use each day of the Training Period.



**ARTICLE V  
INSURANCE, LIABILITY AND IDEMNTY**

**Section 5.01 Insurance**

LICENSEE shall, during the entire term of this License Agreement, keep in full force and effect Workers' Compensation & Employers Liability insurance in accordance with Chapter 440 Florida Statutes, and General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability; provided however that this amount shall be reduced to \$500,000 if LICENSEE affirms in the space below that it shall not conduct, cause or allow, and shall prohibit, any high-risk activities on the Premises for the entire duration of this License Agreement. High-risk activities shall be as defined in **Section 5.05** herein.

\_\_\_\_\_ LICENSEE hereby agrees and warrants that it shall not conduct, cause or allow, and shall prohibit, any high-risk activities on the Premises for the entire duration of this License Agreement.  
**[LICENSEE must sign if applicable.]**

The General Liability policy shall include coverage for Premises-Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Broad Form Property Damage Liability coverage.

LICENSEE agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event LICENSEE does not own automobiles, LICENSEE agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis. The requirements of this paragraph shall not apply if LICENSEE affirms in the space below that, for the entire duration of this License Agreement, it shall not cause or allow, and shall prohibit, the use and/or inclusion of any operable automobile or vehicle, whether owned by LICENSEE, COUNTY or otherwise, as part of any training event or activity conducted on the Premises under this License Agreement.

\_\_\_\_\_ LICENSEE hereby agrees and warrants that, for the entire duration of this License Agreement, it shall not cause or allow, and shall prohibit, the use and/or inclusion of any operable automobile or vehicle, whether owned by LICENSEE, COUNTY or otherwise, as part of any training event or activity conducted on the Premises under this License Agreement. **[LICENSEE must sign if applicable.]**

LICENSEE may satisfy the minimum liability limits required above for General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the General Liability and Business Auto Liability. LICENSEE agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

If LICENSEE is self-insured for any or all of the coverages listed above, a Certification of Self-Insurance must be provided to COUNTY prior to the commencement of this License

Agreement. The Certification of Self-Insurance must demonstrate sufficient financial resources and ability for LICENSEE to meet its financial obligations and compensate for damages that may be awarded in professional liability judgments.

If LICENSEE contracts with, or otherwise uses, a third-party to provide instruction or otherwise conduct any portion of the training events or activities at the Premises, then LICENSEE shall require and assure that said third-party also meets all the insurance requirements set out in this Article V either through their own policies or through LICENSEE's policies.

#### **Section 5.02 General Provisions**

Except for Workers' Compensation, all insurance policies of LICENSEE, if not a governmental entity, and all insurance policies of LICENSEE's non-governmental subcontractors, shall name COUNTY as an Additional Insured. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The Additional Insured endorsement coverage shall be provided on a primary basis.

All insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of COUNTY's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to COUNTY at least fifteen (15) days prior to the Commencement Date for LICENSEE, and at least fifteen days (15) days prior to the applicable Training Period for any approved third-party conducting instruction or other training events or activities for LICENSEE. Such Certificate must indicate that at least thirty (30) days prior notice of cancellation or adverse material change in coverage shall be given to COUNTY.

COUNTY, by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, from time to time throughout the term of this License Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LICENSEE under this License Agreement. In no event shall the limits of said insurance policies be considered as limiting the liability of LICENSEE under this License Agreement.

In the event that LICENSEE shall fail to meet the insurance requirements hereunder, then COUNTY may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, LICENSEE shall and does nevertheless, to the extent permitted by law, indemnify, defend and hold COUNTY harmless from any loss and damage incurred or suffered by COUNTY from LICENSEE's failure to meet the requirements of this Article V, and acknowledges that LICENSEE's liability is not limited to the amount of its insurance coverage.

### **Section 5.03 Waiver by LICENSEE and LICENSEE's Insurers of Subrogation**

In the event of loss or damage to or on the Premises, including damage to equipment and personal injuries, LICENSEE shall look solely to any insurance in its favor without making any claim against COUNTY. LICENSEE hereby waives any and all rights of Subrogation against COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LICENSEE shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer or Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should LICENSEE enter into such an agreement on a pre-loss basis.

### **Section 5.04 Liability and Indemnification**

To the extent permitted by law, LICENSEE shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, employees, volunteers, instructors, students, trainees, agents, contractors, invitees, and all other parties it allows onto the Premises. COUNTY assumes no such responsibility or liability.

Nothing in this License Agreement shall be construed to create or impose upon COUNTY any responsibility or obligation for any wages, salary, workers' compensation, disability benefits, or other compensation, remuneration or benefits to LICENSEE, including its officers, employees, volunteers, instructors, students, trainees, agents, contractors, invitees, and all other parties it allows onto the Premises. To the extent permitted by law, LICENSEE assumes full responsibility and liability for any and all injuries or damages to its officers, employees, volunteers, instructors, students, trainees, agents, contractors, invitees, and all other parties it allows onto the Premises, and for any and all damage to its equipment and its other property. LICENSEE shall provide workers' compensation coverage in accordance with Chapter 440, Florida Statutes, for its own employees and volunteers, if any, while they are attending or participating in training events and activities on the Premises. COUNTY shall have no such responsibility or liability to either LICENSEE or said employees, volunteers, or other persons.

To the extent permitted by law, LICENSEE shall release, hold harmless, indemnify, defend, and agree not to sue COUNTY, including its officers, employees, volunteers, agents and contractors, from and for any and all claims, liabilities, damages of any kind, attorney's fees, expenses, and causes of actions of any nature whatsoever, foreseen or unforeseen, including but not limited to personal injury, illness, death and property damage, which arise directly or indirectly from LICENSEE's use of, or presence at, the Regional Training Center, the Premises, and training events and activities thereon, whether caused in whole or in part by LICENSEE, including its officers, employees, volunteers, instructors, students, trainees, agents, contractors, invitees and other parties it allows on the Premises, or by any other student, trainee, instructor or third-party, or by COUNTY based on premise liability, strict liability or negligence of any kind, including but not limited to COUNTY's maintenance, operation, supervision, instruction and/or emergency response at, of, or relating to, the Regional Training Center, the Premises and training events and activities thereon, or by any other cause whatsoever. This paragraph shall not apply to damage to COUNTY property, or injury to on-duty COUNTY employees or volunteers acting within the scope of their duties, to the extent that such damage or injury arises directly from an act or omission of COUNTY. LICENSEE recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and valuable consideration in support thereof.

Nothing herein shall constitute a waiver of sovereign immunity beyond the limits allowed by law for any party legally entitled to sovereign immunity. If LICENSEE is a governmental agency, then the immediately preceding paragraph shall be limited to the negligent acts or omissions attributable to LICENSEE, including its officers, employees, volunteers, instructors, students, trainees, agents, contractors, invitees, and all other parties it allows onto the Premises, to the extent permitted by law.

#### **Section 5.05 High-Risk Training**

This Section 5.05 shall apply if LICENSEE's use of the Premises includes any high-risk training events or activities. For purposes relating to this License Agreement, high-risk activity, event or training shall mean an activity, event or training that involves live fire exercises, hazardous materials, above-and-below-grade rescue, or evolutions that involve the use of power tools, as determined by the Administrator. LICENSEE acknowledges that certain training events or activities at the Premises may involve high-risk activities, which may include but are not limited to the following: live fire evolutions, exposure to high heat, working with power tools, confined space, elevated victim rescue, and water rescue. Such training will involve difficult, strenuous and dangerous physical activities to be undertaken by participating students. LICENSEE agrees and warrants that all students in high-risk training shall be Florida certified Firefighters; familiar with the type of activities involved; and medically and physically fit to engage in the type of activities contemplated by the training. If LICENSEE is aware of any condition that might make a student unfit to engage in such activities on the day of training, then LICENSEE shall not permit that student to participate.

LICENSEE shall assure that each student supplies his or her own personal protective gear, which meets NFPA standards and has been properly fit-tested. COUNTY reserves the right to perform a safety inspection on such gear, but assumes no responsibility relating to the gear. COUNTY may rent a self-contained breathing apparatus to students at an additional cost. LICENSEE shall assure that each student is properly hydrated before and during each class and is aware that the training is subject to the rules in the Regional Training Center Manual and any other rules identified by COUNTY.

LICENSEE acknowledges that the nature of its intended high-risk training, including the buildings, props, equipment and materials at the Premises, will expose participants and observers to inherent dangers and risks. Unanticipated dangers may arise given the fast-paced, high-stress and dynamic nature of such fire-rescue activities. Unintentional negligent mistakes may be made by instructors, supervisors, students or COUNTY during the training. The risks include, but are not limited to, personal injury, illness, death, and property damage. LICENSEE understands, and to the extent permitted by law, accepts and expressly assumes in full these and all other risks relating to the training and the Premises, whether known or unknown, inherent or not inherent, anticipated or unanticipated. COUNTY shall not be responsible for any such injury, illness, death, or property damage.

For each high-risk training event or activity, LICENSEE shall require a **Student Registration Agreement for High-Risk Fire-Rescue Training** (attached hereto as **Exhibit D** and incorporated herein) to be executed by each registered student, and a **Release, Indemnification and Assumption of Risks Agreement for Observing High-Risk Fire-Rescue Training** (attached hereto as **Exhibit E** and incorporated herein) to be executed by any other person attending said event or activity, unless said student or other person is identified and scheduled by LICENSEE as an employee or volunteer of LICENSEE to attend the training on-duty as a part of his or her official duties with LICENSEE; or identified and scheduled by COUNTY as an employee or volunteer of COUNTY to attend the training on-duty as a part of

his or her official duties with COUNTY; or identified and scheduled by another public safety agency as an employee or volunteer of said agency to attend the training on-duty as part of his or her official duties with said agency. Prior to the commencement of each Training Period, LICENSEE shall provide the Administrator with all registration and release agreements required herein and with a written list of all on-duty employees and volunteers identified by LICENSEE or another public safety agency.

**Section 5.06 No releases from the parties' employees/volunteers**

In the mutual interest of promoting training of public safety personnel, each party agrees that it shall not require or request from the other party's on-duty employees or volunteers any type of release, indemnification or assumption of risk agreement, acknowledgment or other statement, relating to any public safety personnel training, whether high-risk or not, conducted by or for either party, at any location, or otherwise conducted on either party's property; provided that such employee or volunteer is identified and scheduled by the employing party to attend the training on-duty as a part of his or her official duties with said employing party. Rather, notwithstanding anything in this Agreement that is or may be construed to the contrary, each party agrees to be responsible for its own on-duty employees and volunteers whom it schedules to attend such training on-duty as part of his or her official duties with said party. It is recognized by the parties that this Section 5.06 includes but is not limited to training provided pursuant to this License Agreement. Rather this Section 5.06 is intended to apply to any training for public safety personnel conducted by or for either party at any location or otherwise conducted on either party's property.

**ARTICLE VI  
REVOCATION OF LICENSE/USE AGREEMENT; TERMINATION FOR  
CONVENIENCE; DEFAULT**

**Section 6.01 Revocation of License/Use Agreement**

Notwithstanding anything herein to the contrary, the rights granted to LICENSEE hereunder amount only to a non-exclusive license(s) to use the Premises during the Training Period, as approved in a Use Agreement, which license(s)/Use Agreement(s) is expressly revocable by COUNTY for any reason whatsoever upon notice to LICENSEE and without recourse, damages or rights of recovery to LICENSEE. Upon LICENSEE's receipt of notice from COUNTY of the revocation of any such license/Use Agreement, LICENSEE's right to utilize said Premises shall terminate immediately, or at a later date if such date is identified by COUNTY. LICENSEE shall surrender the Premises to COUNTY immediately upon termination.

Notwithstanding anything herein to the contrary, if COUNTY revokes a license/Use Agreement prior to or during its corresponding Training Period for any reason not relating directly or indirectly to the activities, acts or omissions of LICENSEE, as determined by the Administrator, then COUNTY will reimburse LICENSEE on a pro-rata basis for the corresponding License Fee and/or deposit paid by LICENSEE, less any fees and expenses due to COUNTY.

**Section 6.02 Termination for Convenience**

COUNTY may terminate this License Agreement for convenience at any time upon written notice to LICENSEE and without any recourse, damages or rights of recovery to

LICENSEE. LICENSEE may terminate this License Agreement for convenience upon thirty (30) days written notice to COUNTY. If either party terminates this License Agreement for convenience as provided herein, then both parties shall be relieved of all further obligations accruing hereunder subsequent to the date of termination.

Without terminating the full License Agreement, COUNTY may terminate any Use Agreement for convenience in accordance with Section 6.01, and LICENSEE may terminate any Use Agreement for convenience upon written notice to the Administrator at least 5 business days prior to the commencement of the Training Period approved by said Use Agreement. LICENSEE's right to utilize the Premises under said Use Agreement shall cease, and LICENSEE shall surrender the Premises to COUNTY, immediately upon termination. If either party terminates a Use Agreement for convenience as permitted herein, then both parties shall be relieved of all further obligations accruing under said Use Agreement subsequent to the date of its termination. All other obligations arising under this License Agreement, including non-terminated Use Agreements, shall remain in place.

If LICENSEE terminates a Use Agreement for convenience with the requisite 5 business days written notice, then COUNTY shall refund the corresponding License Fee deposit paid by LICENSEE. If LICENSEE terminates a Use Agreement without the requisite 5 business days written notice, then COUNTY shall retain the full deposit and also may take any other action to protect or enforce its rights, including but not limited to seeking damages for the full License Fee and other damages.

#### **Section 6.03 Default**

LICENSEE's violation of, or failure to perform or observe, any of the agreements, covenants, obligations, representations, or conditions contained herein, including any agreements and documents incorporated into this License Agreement, to be performed or observed by LICENSEE shall constitute a default of this License Agreement by LICENSEE. In such case, COUNTY may, in its sole discretion, immediately terminate this License Agreement in full, or it may terminate any Use Agreement(s) without terminating the full License Agreement, without any recourse, damages or rights of recovery to LICENSEE, and/or take any other legal action to protect and enforce its rights.

### **ARTICLE VII MISCELLANEOUS**

#### **Section 7.01 Entire Agreement**

This License Agreement, including all documents incorporated herein, constitute all agreements, conditions and understandings between COUNTY and LICENSEE concerning the Premises and use of the Regional Training Center, except that the County, through its Facilities, Development and Operations Department, may require an additional agreement(s) or documentation under certain circumstances. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon COUNTY or LICENSEE unless reduced to writing and signed by both parties.

#### **Section 7.02 Notices**

Any notice by either party to the other shall be in writing and shall be hand delivered by messenger service, courier service or national overnight delivery service (provided in each case a

receipt is obtained), faxed, or sent by United States certified mail with return receipt requested, and addressed:

(a) If to COUNTY at:

Palm Beach County Fire Rescue  
405 Pike Road  
West Palm Beach, FL 33411

With a copy to:

Palm Beach County  
Attention: County Attorney  
301 North Olive Avenue, Ste. 601  
West Palm Beach, FL 33401

(b) If to LICENSEE at:

Town of Palm Beach  
Attn: Division Chief of Training  
300 North County Road  
Palm Beach, FL 33480

**Section 7.03 Recording**

LICENSEE shall not record this License Agreement, or any memorandum or short form thereof, in the public records of Palm Beach County or otherwise.

**Section 7.04 Waiver of Jury Trial**

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this License Agreement.

**Section 7.05 Governing Law and Venue**

This License Agreement shall be governed by and interpreted according to the laws of the State of Florida. Any and all legal action necessary to enforce this License Agreement will be held in Palm Beach County, Florida.

**Section 7.06 Time is of Essence**

Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.

**Section 7.07 Assignment**

LICENSEE may not assign any rights, responsibilities or obligations of this License Agreement.

**Section 7.08 Appropriations**

The performance and obligations of COUNTY, and LICENSEE if it is a governmental entity, under or pursuant to this License Agreement are contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**Section 7.09 No Third-Party Beneficiaries**

No provision of this License Agreement, including all documents incorporated herein, is intended to or shall be construed to create any third-party beneficiary or to provide any rights to any person or entity not a party to this License Agreement.

**Section 7.10 Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

**Section 7.11 Survivability**

Any provisions of this License Agreement, including any agreements and documents incorporated herein, that are of a continuing nature, or which by their language or nature impose an obligation or right that extends beyond the expiration or earlier termination of this License Agreement, including but not limited to the indemnification provisions of Section 5.04 and document and audit provisions, shall survive the consummation of the activities contemplated hereby and the expiration or earlier termination of this License Agreement or any Use Agreement.

**Section 7.12 Captions**

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

**Section 7.13 Waiver**

No waiver of any provision of this License Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

**Section 7.14 Disclosure of Documents**

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by COUNTY or at its expense will be kept confidential by LICENSEE and will not be disclosed to any other party, directly or indirectly, without COUNTY's prior written consent unless required by a lawful court order.

Notwithstanding any other provision in this License Agreement, all documents, records, reports and any other materials produced or required hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 through 2-440, as amended.

**Section 7.15 Access and Audits**

COUNTY shall have access to any LICENSEE records or documents required hereunder for the purpose of inspection or audit during normal business hours at the LICENSEE's place of business. LICENSEE shall retain all records relating to this License Agreement and the



activities hereunder for a minimum of three years after the completion or termination of this License Agreement.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of LICENSEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

WITNESS:

Laura Chau  
Laura Chau, Secretary to  
Fire Rescue Administrator

By: Steven B. Jerauld  
Steven B. Jerauld, Fire-Rescue Administrator,  
Through Robert Weisman, County Administrator

Date: 1-9-12

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Mark Burrows  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

[Signature]  
Palm Beach County Fire Rescue

WITNESSES:

Cheryl Klean  
Signature  
Cheryl Klean  
Name

Boyle-Gordon  
Signature  
PETER B. BOYLE-GORDON  
Name

LICENSEE:

TOWN OF PALM BEACH  
Type or Print Name of LICENSEE

By: Peter B. Elwell  
Signature

Date: 12/14/11

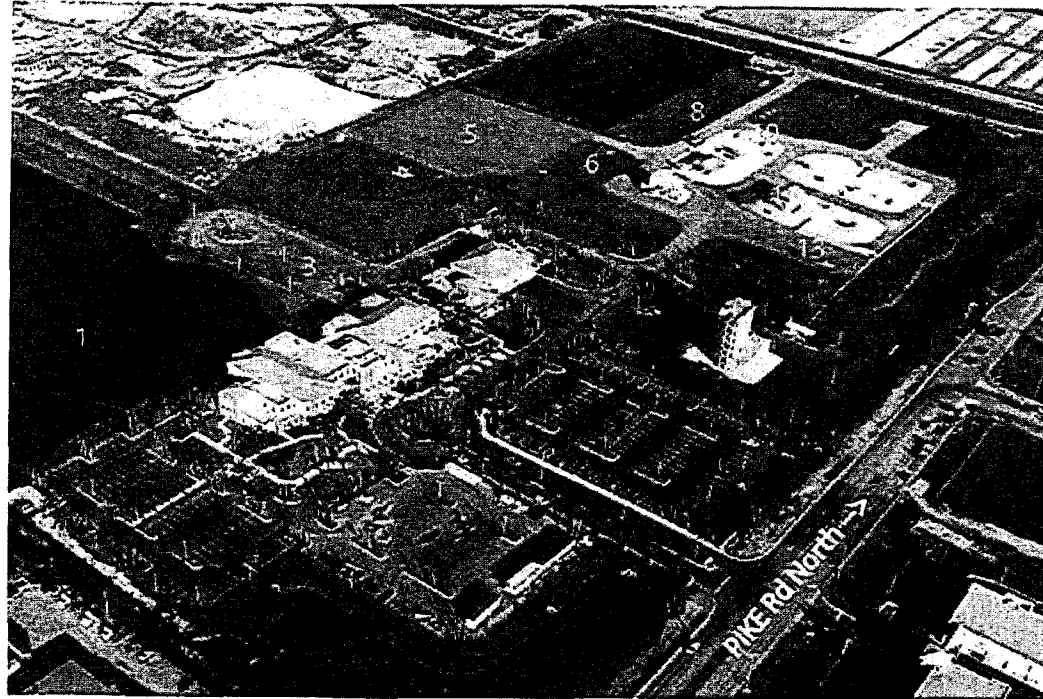
PETER B. ELWELL, TOWN MANAGER  
Type or Print Name and Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

[Signature]  
Town Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

[Signature]  
Palm Beach Fire Rescue



PBCFR Regional Training Center

- |  |                        |                              |                        |
|--|------------------------|------------------------------|------------------------|
| 1. Drafting Lake   | 5. PBCFR Driving Track | 9. Pavillion                 | 13. Fire Behavior Prop |
| 2. Administration Offices,<br>Classrooms,Labs,Driving<br>Simulator | 6. USAR Pile           | 10. Vehicle Extrication Area | 14. 6 Story Tower      |
| 3. Apparatus Parking   | 7. Burn Building       | 11. Observation Deck         |                        |
| 4. Appratus Bay  | 8. Disaster Alley      | 12. LP Gas Props             |                        |

EXHIBIT A



**Palm Beach County Fire Rescue Regional Training Center  
Facility Use Request Agreement**

**EXHIBIT B**

<b>This section to be filled out by applicant/organization</b>	
Requesting Organization _____	Contact Person _____
Billing Address _____	City/Zip Code _____
Phone _____	Fax _____ E-mail _____
Name of Training Event/Activity _____	Expected Attendance _____
Training Period: Proposed Training Date(s) _____	Hours (From/To) _____
Note: Organization shall not allow any minor persons at the Facility except as participants in a non-high-risk, public safety career exploration program. Is the Training Event/Activity a non-high-risk, public safety career exploration program organized and designed for minor persons? _____	
<b>Inside Area(s) Requested</b>	
Classroom (Capacity 40) _____	Classroom (Capacity 80) _____
Driving Simulator _____	Computer Lab _____ EMS Lab _____
<b>Class A Live Burn Area(s) Requested</b>	
Burn Building _____	Fire Behavior Module _____
<b>LP Live Burn Area(s) Requested</b>	
Dumpster _____	Flammable Liquid _____ LP Gas Delivery Truck _____
Vehicle _____	250 Gallon Cylinder _____ 1,000 Gallon Cylinder _____
<b>Outside Area(s) Requested</b>	
Pavilion _____	Tower _____ Ventilation Prop _____ Extrication Pad _____
SCBA Confidence _____	Confined Space _____ Drafting Site _____ Driving Course _____
<b>Apparatus Rental Requested</b>	
Engine _____	Quint _____
<b>SCBA Equipment Rental Requested</b>	
SCBA Equipment _____	
Organization represents and warrants that it has an active License Agreement for Training at the Palm Beach County Fire Rescue Regional Training Center. Organization shall comply with all terms of said Agreement and with all rules and regulations identified therein, including the Regional Training Center Manual. Fifty percent of the License Fee is due upon execution of this Use Agreement. The full balance of the License Fee is due 30 days after expiration or earlier termination of the above identified Training Period. If Organization's actual use exceeds that anticipated herein, Organization shall be invoiced for the additional fees. Organization shall be invoiced for any damage resulting from its activities.	
Organization's Name: _____	
By _____	Date _____
Authorized Signature	
_____	
Print Name and Title	
<b>To be completed by authorized PBCFR Training Center staff and returned to applicant</b>	
Your application has been _____ approved _____ disapproved _____ modified as described below [Any modification must be initialed by Organization]	
License Fee: \$ _____ [see attached] 50% Deposit collected: \$ _____ Date _____	
Signature _____	Date _____



**STUDENT REGISTRATION AGREEMENT FOR NON-HIGH-RISK PUBLIC SAFETY CAREER EXPLORATION TRAINING**

At the Palm Beach County Fire-Rescue Regional Training Center

**EXHIBIT C**

Student Name (Print): \_\_\_\_\_ Career Exploration Program Title: \_\_\_\_\_

Address: \_\_\_\_\_ Career Exploration Program Sponsor: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date of Classes at Training Center: \_\_\_\_\_

For any Palm Beach County sponsored training: Any applicable registration fee must be paid at time of registration. Failure to cancel your registration by 5:00 p.m. on \_\_\_\_\_ will result in the loss of registration payment.

I enter into this Agreement as a condition of, and in consideration for, being permitted to participate in, attend and/or observe one or more non-high-risk public safety career exploration classes, activities or events (the "Training") at the Palm Beach County Fire-Rescue Regional Training Center, located at the Herman W. Brice Fire-Rescue Complex, 405 Pike Road, West Palm Beach, Florida (the "Facility"). I understand that I am not authorized to, and agree that I shall not, participate in, attend, and/or observe any high-risk classes, activities or events at the Facility. At all times, I shall remain in the area(s) of the Facility authorized for the non-high-risk public safety career exploration Training contemplated herein and shall limit my activities to said Training.

The Training may involve difficult and strenuous physical activities to be undertaken by me, including fire-rescue training activities. I am familiar with the type of activities involved with the Training. I am currently medically and physically fit to engage in such activities, and am not aware of any condition that might make me unfit to engage in such activities. I shall not participate in the Training unless I am fit to do so at the time of said Training. I shall assure I am properly hydrated before and during each class. The Training is subject to the rules in the Regional Training Center Procedures Manual and any other rules identified by the County.

The County shall not be responsible for any wages, salary, workers' compensation, disability benefits, or other compensation, remuneration or benefits to me relating to this Training. I shall not be deemed to be an employee or volunteer of the County for any purpose relating to this Training. If I am otherwise an employee or volunteer of the County, then I am attending the Training voluntarily and off duty, the Training is not directly related to my current position with the County, and the Training is not undertaken for the benefit of, or required by, the County. I shall not perform any productive work for the County during the Training.

**Release and Indemnification:** I shall, and hereby do, release, hold harmless, indemnify and agree not to sue the County from and for any and all claims, liabilities, damages of any kind, attorney's fees, costs and causes of action of any nature whatsoever, foreseen or unforeseen, now existing or hereafter accruing, including but not limited to personal injury, illness, death and property damage, which arise directly or indirectly from my participation in, attendance at and/or observation of the Training, whether caused, in whole or in part, by me, any other student, invitee, or third-party, or by the County based on premise liability, strict liability or negligence of any kind, including but not limited to the County's maintenance, operation, supervision, instruction and/or emergency response at, of, or relating to, the Training or the Facility, or by any other cause whatsoever.

**Assumption of Risks:** The nature of the Training and the buildings, props, equipment and materials at the Facility will expose me to inherent dangers and risks. Unanticipated dangers may arise given the fast-paced, high-stress and dynamic nature of fire-rescue activities. Unintentional negligent mistakes may be made by the County, instructors, supervisors or students during the Training. The risks to me include, but are not limited to, personal injury, illness, death and property damage. I understand, accept, and expressly assume in full these and all other risks relating to the Training and/or the Facility, whether known or unknown, inherent or not inherent, anticipated or unanticipated. The County shall not be responsible for any such injury, illness, death or property damage.

This Agreement is intended to be a complete release and indemnification in favor of the County to the greatest extent allowed by law, and I am knowingly giving up substantial rights. Any reference to the "County" in this Agreement shall mean Palm Beach County, Florida, its officers, employees, agents, representatives and contract instructors, in both their official and personal capacities, and their respective heirs, successors and assigns. I am legally competent to sign this Agreement. This Agreement shall be binding on me and my heirs, assigns, executors, legal representatives and anyone else claiming through me. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full legal force and effect. This Agreement shall survive after the Training and the Training course dates. This Agreement shall be governed by the laws of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I HEREBY AFFIRM, STIPULATE, REPRESENT, WARRANT AND AGREE TO ALL THE STATEMENTS, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Name of Student (please print) \_\_\_\_\_ Signature of Student \_\_\_\_\_ Date \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

**PARENT/LEGAL GUARDIAN MUST SIGN IF STUDENT IS UNDER 18 YEARS OLD:** As the parent/legal guardian of the above named minor Student, I hereby give my permission for said Student to participate in, attend and observe the Training, and I hereby execute this Agreement, and agree to its terms and conditions, on behalf of said Student and myself.

Name of Parent/Legal Guardian (please print) \_\_\_\_\_ Signature of Parent/Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

**For County Use:** Has this Agreement been completed in full, and signed by Student, Parent/Guardian & 2 witnesses each? \_\_\_\_\_



**STUDENT REGISTRATION AGREEMENT FOR HIGH-RISK FIRE-RESCUE TRAINING**

**EXHIBIT D**

**At the Palm Beach County Fire-Rescue Regional Training Center**

Student Name (Print): \_\_\_\_\_ Fire Department Employer: \_\_\_\_\_  
Firefighter Certification #: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Course Title: \_\_\_\_\_ Course Date(s): \_\_\_\_\_ Course Sponsor: \_\_\_\_\_

For any Palm Beach County sponsored training: Any applicable registration fee must be paid at time of registration. Failure to cancel your registration by 5:00 p.m. on \_\_\_\_\_ will result in the loss of registration payment.

I enter into this Agreement as a condition of, and in consideration for, being permitted to participate in, attend and/or observe one or more high-risk fire-rescue training classes, activities or events (the "Training") at the Palm Beach County Fire-Rescue Regional Training Center, located at the Herman W. Brice Fire-Rescue Complex, 405 Pike Road, West Palm Beach, Florida (the "Facility").

The Training involves high-risk fire-rescue activities, which may include, but are not limited to, the following: live fire evolutions, exposure to high heat, working with power tools, confined space, elevated victim rescue, and water rescue. My participation in the Training will involve difficult, strenuous and dangerous physical activities to be undertaken by me. I am a Florida certified Firefighter, and am familiar with the type of activities involved with the Training. I am currently medically and physically fit to engage in such activities, and am not aware of any condition that might make me unfit to engage in such activities. I shall not participate in the Training unless I am fit to do so at the time of said Training.

I shall supply my own personal protective gear, which meets NFPA standards and has been properly fit-tested. The County reserves the right to perform a safety inspection on my gear, but assumes no responsibility relating to my gear. The County may rent a self-contained breathing apparatus to students at an additional cost. I shall assure I am properly hydrated before and during each class. The Training is subject to the rules in the Regional Training Center Procedures Manual and any other rules identified by the County.

The County shall not be responsible for any wages, salary, workers' compensation, disability benefits, or other compensation, remuneration or benefits to me relating to this Training. I shall not be deemed to be an employee or volunteer of the County for any purpose relating to this Training. If I am otherwise an employee or volunteer of the County, then I am attending the Training voluntarily and off duty, the Training is not directly related to my current position with the County, and the Training is not undertaken for the benefit of, or required by, the County. I shall not perform any productive work for the County during the Training.

**Release and Indemnification:** I shall, and hereby do, release, hold harmless, indemnify and agree not to sue the County from and for any and all claims, liabilities, damages of any kind, attorney's fees, costs and causes of action of any nature whatsoever, foreseen or unforeseen, now existing or hereafter accruing, including but not limited to personal injury, illness, death and property damage, which arise directly or indirectly from my participation in, attendance at and/or observation of the Training, whether caused, in whole or in part, by me, any other student, invitee, or third-party, or by the County based on premise liability, strict liability or negligence of any kind, including but not limited to the County's maintenance, operation, supervision, instruction and/or emergency response at, of, or relating to, the Training or the Facility, or by any other cause whatsoever.

**Assumption of Risks:** The Training will involve hazardous, high-risk fire-rescue activities. The nature of the Training and the buildings, props, equipment and materials at the Facility will expose me to inherent dangers and risks. Unanticipated dangers may arise given the fast-paced, high-stress and dynamic nature of such fire-rescue activities. Unintentional negligent mistakes may be made by the County, instructors, supervisors or students during the Training. The risks to me include, but are not limited to, personal injury, illness, death and property damage. I understand, accept, and expressly assume in full these and all other risks relating to the Training and/or the Facility, whether known or unknown, inherent or not inherent, anticipated or unanticipated. The County shall not be responsible for any such injury, illness, death or property damage.

This Agreement is intended to be a complete release and indemnification in favor of the County to the greatest extent allowed by law, and I am knowingly giving up substantial rights. Any reference to the "County" in this Agreement shall mean Palm Beach County, Florida, its officers, employees, agents, representatives and contract instructors, in both their official and personal capacities, and their respective heirs, successors and assigns. I am legally competent to sign this Agreement. This Agreement shall be binding on me and my heirs, assigns, executors, legal representatives and anyone else claiming through me. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full legal force and effect. This Agreement shall survive after the Training and the Training course dates. This Agreement shall be governed by the laws of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. **I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I HEREBY AFFIRM, STIPULATE, REPRESENT, WARRANT AND AGREE TO ALL THE STATEMENTS, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.**

STUDENT: \_\_\_\_\_ Address: \_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature Date

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

**For County Use:** Has this Agreement been completed in full, and signed by the Student and 2 witnesses? \_\_\_\_\_



EXHIBIT E

**RELEASE, INDEMNIFICATION AND ASSUMPTION OF RISKS AGREEMENT FOR OBSERVING HIGH-RISK FIRE-RESCUE TRAINING**  
At the Palm Beach County Fire-Rescue Regional Training Center

I enter into this Agreement as a condition of, and in consideration for, being permitted to observe one or more high-risk fire-rescue training classes, activities or events (the "Training") at the Palm Beach County Fire-Rescue Regional Training Center, located at the Chief Herman W. Brice Fire-Rescue Complex, 405 Pike Road, West Palm Beach, Florida ("the Facility"), during the period of time from \_\_\_\_\_ through \_\_\_\_\_. I understand that I am not authorized to, and agree that I shall not, participate in any such Training. At all times, I shall remain in the area(s) of the Facility authorized for observation of said Training.

**Release and Indemnification:** I shall, and hereby do, release, hold harmless, indemnify and agree not to sue the County from and for any and all claims, liabilities, damages of any kind, attorney's fees, costs and causes of action of any nature whatsoever, foreseen or unforeseen, now existing or hereafter accruing, including but not limited to personal injury, illness, death and property damage, which arise directly or indirectly from my observation of, or attendance at, the Training, whether caused, in whole or in part, by me, any student, invitee, or third-party, or by the County based on premise liability, strict liability or negligence of any kind, including but not limited to the County's maintenance, operation, supervision, instruction and/or emergency response at, of, or relating to, the Training or the Facility, or by any other cause whatsoever.

**Assumption of Risks:** The Training will involve hazardous, high-risk fire-rescue activities. The nature of the Training and the buildings, props, equipment and materials at the Facility will expose me to inherent dangers and risks. Unanticipated dangers may arise given the fast-paced, high-stress and dynamic nature of such fire-rescue activities. Unintentional negligent mistakes may be made by the County, instructors, supervisors or students during the Training. The risks to me include, but are not limited to, personal injury, illness, death and property damage. I understand, accept, and expressly assume in full these and all other risks relating to the Training and/or the Facility, whether known or unknown, inherent or not inherent, anticipated or unanticipated. The County shall not be responsible for any such injury, illness, death or property damage.

This Agreement is intended to be a complete release and indemnification in favor of the County to the greatest extent allowed by law, and I am knowingly giving up substantial rights. Any reference to the "County" in this Agreement shall mean Palm Beach County, Florida, its officers, employees, agents, representatives and contract instructors, in both their official and personal capacities, and their respective heirs, successors and assigns. I am legally competent to sign this Agreement. This Agreement shall be binding on me and my heirs, assigns, executors, legal representatives and anyone else claiming through me. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full legal force and effect. This Agreement shall survive after the Training and the time duration set forth above. This Agreement shall be governed by the laws of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I HEREBY AFFIRM, STIPULATE, REPRESENT, WARRANT AND AGREE TO ALL THE STATEMENTS, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Name of Observer (please print) \_\_\_\_\_ Address of Observer \_\_\_\_\_

Signature of Observer \_\_\_\_\_ Date \_\_\_\_\_ Witness \_\_\_\_\_  
Witness \_\_\_\_\_

**PARENT/LEGAL GUARDIAN MUST SIGN IF OBSERVER IS UNDER 18 YEARS OLD:** As the parent/legal guardian of the above named minor Observer, I hereby give my permission for said Observer to attend and observe the Training, and I hereby execute this Agreement, and agree to its terms and conditions, on behalf of said Observer and myself:

Name of Parent/Legal Guardian (please print) \_\_\_\_\_ Signature of Parent/Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

**For County Use:** Has this Agreement been completed in full, and signed by Observer, Parent/Guardian and 2 witnesses each? \_\_\_\_\_