

**WAIVER AND RELEASE OF LIABILITY AGREEMENT FOR USE OF THE
FACILITY LOCATED AT 5080 ADAMS CENTER RD, FORT WAYNE, INDIANA**

The _____ (AGENCY), desires to use the facility/ premises located at 5080 Adams Center Rd., Fort Wayne, Indiana on _____ for training purposes. In consideration of being permitted to use the facility/premises, AGENCY waives, releases, discharges, and agrees to indemnify and hold harmless The Board of Commissioners of the County of Allen, the Allen County Sheriff's Department, and any of its employees, directors, officers or agents from all liability for any loss or damage whatsoever, including personal injury, death, property damage, medical expense, and any other type of expense whether caused by the active or passive negligence of AGENCY while the undersigned utilizes the facility/premises listed above.

AGENCY also acknowledges, agrees, and represents that it will immediately inspect the facility/premises. It is further agreed that entry and/or use of the facility/premises constitutes an acknowledgment that the facility/premises have been inspected and that AGENCY finds and accepts the facility and equipment as being safe and reasonably suited for use. AGENCY accepts the facility in its present condition, and is without representation or warranty by The Board of Commissioners of the County of Allen or the Allen County Sheriff's Department as to the safety or condition of the facility. AGENCY also waives, releases, discharges, and agrees to indemnify and hold harmless The Board of Commissioners of the County of Allen, the Allen County Sheriff's Department, and any of its employees, directors, officers or agents from all liability for any loss or damage, including personal injury, death, property damage, medical expense, and any other type of expense, caused by the condition and/or maintenance of the facility/premises.

AGENCY also agrees to release, hold harmless, defend, and indemnify The Board of Commissioners of the County of Allen, the Allen County Sheriff's Department, and any of its employees, directors, officers or agents from any and all liability for any loss, injury and/or damages to any third party arising out of the use of the facility/premises pursuant to this agreement.

The undersigned AGENCY further expressly agrees that this waiver, release, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Indiana and that if any portion of the Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

By signing this Agreement, the undersigned AGENCY representative certifies that he/she has legal authority to bind AGENCY to this Agreement, and that he/she has read and voluntarily signs this release and waiver of liability and indemnity agreement.

_____ **Representative:**

_____ **Position:** _____

Date: _____