



PUBLIC SAFETY TRAINING FACILITY USE AGREEMENT

In response to your request, Central Arizona College (CAC) has tentatively made reservations as listed below for your agency/organization. Please review these arrangements to be sure they are correct. Complete, sign, and return this agreement. A certificate of insurance must also be submitted before scheduling is complete. A copy of this Agreement will be returned for your records.

Date(s) of event: _____ Half-day Full-day Multi-day (if all apply, specify below under Special Request)
Agency/Organization: _____

Please note: If multi-agencies are attending, a Use Agreement and Certificate of Insurance will need to be submitted from each agency. (Please check appropriate box)

Law Enforcement Agency Correctional Facility Fire Service Other: _____

Contact Person: _____ Phone: (____) _____

Address: _____

City: _____ State: _____ Zip: _____

Time (allow for set-up/clean up): _____ (i.e. 0800-1300) #Attending: _____

Please check box of requested area(s):
 Firing Range Driving Track MILO POPAT Fire Training Center Other: _____

Special Request(s): _____

Charge for Use (see attached fee schedule): \$ _____

RELEASE AND INDEMNIFICATION OF OWNER

WHEREAS, the Pinal County Community College District, operating as Central Arizona College (the "College"), has a Public Safety Training Facility located at its Signal Peak campus (the "Facility"), suitable for the training of law enforcement officers, fire department personnel, other emergency response personnel and some private organizations.

WHEREAS, the College, through its officers and employees, is willing to permit Agency's/Organization's entry upon the Facility for the stated purpose, provided that the College will not thereby incur the risk of any liability to Agency/Organization, its members, officers, employees, trainees or to third parties who may be injured as a result of Agency's/Organization's presence or actions at the Facility.

IN CONSIDERATION OF the College's permitting Agency's/Organization's entry upon the property and use of the Facility, the Agency/Organization agrees to indemnify, defend and hold harmless the College, its officers, employees and all related entities from any and all loss, liability, damage, claims, costs and expenses, including attorney's fees, which the College may hereafter incur as a result of Agency's/Organization's entry upon and activity at the Facility.

Agency/Organization accepts responsibility for inspecting the condition of the Facility and the surrounding property, and releases and agrees not to sue the District or any of its officers or employees for any injury, loss or damage which Agency/Organization, Agency's/Organization's employees or other persons under their direction may suffer as a result of entry upon and activity at the Facility.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees)(hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/ derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

Dated at _____, Arizona the _____ day of _____, 20____
(Location-city/town)

For Office Use Only
<input type="checkbox"/> Certificate of Insurance
Expiration date: _____
Received by: _____
Date: _____

AGENCY/ORGANIZATION REQUESTING FACILITY
By signing this Release and Indemnification, I certify that I have the authority to bind and obligate Agency/Organization to the terms herein.

By _____
Signature

Title