

INDIVIDUAL RELEASE AND WAIVER OF LIABILITY
CITY OF FERNANDINA BEACH POLICE DEPARTMENT GUN RANGE

I, _____, (Releasee) on my own behalf, in consideration of the opportunity to visit, use, train, or participate in activities at the City of Fernandina Beach Police Department Firearms Range and Training Facility ("Range"), or to utilize Range equipment, do hereby agree to the terms listed below:

I understand and hereby acknowledge that the activities at the Range are inherently dangerous, and I assume the risk of personal injury or death or property damage or other loss arising from my presence at the Range, the use of Range facilities or equipment, or participation in activities on Range property. I acknowledge and accept the City of Fernandina Beach is not responsible for nor does it provide supervision for whatever activity is involved, nor does it guarantee these facilities to be free of hazards. I agree to waive, release, absolve and covenant not to sue the City of Fernandina Beach, its mayor, commissioners, employees, officers, volunteers, representatives, attorneys and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of my use of the Range facilities.

THIS RELEASEE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY AND ALL NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF THE CITY OF FERNANDINA BEACH, ITS MAYOR, COMMISSIONERS, EMPLOYEES, OFFICERS, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS OR AGENTS.

I agree, to indemnify, defend and hold harmless the City of Fernandina Beach, its mayor, commissioners, employees, officers, volunteers, attorneys and agents thereof, from and against all liability, losses, damages, costs, expenses, attorney's fees, judgments or decrees for property damage, loss of use, personal injury or death, arising out of the use of the City of Fernandina Beach's Range, whether it be caused by the negligence, in whole or in part, of the City of Fernandina Beach or its agents, servants or employees, or the condition of the facilities.

My attendance at the Range is authorized by my employer, which is a law enforcement or other government agency. Yes_____ No_____ (initial one) If "Yes," I shall be considered on duty, and my employing agency shall be responsible for providing benefits to the same extent as for other job-related injuries. I agree said benefits or entitlements shall be my exclusive remedy.

THIS RELEASE IS GIVEN AND SIGNED OF MY OWN FREE ACT AND WILL.

Dated this _____ day of _____, 20_____.

Printed or Typed Name of Releasee: _____

Signature of Releasee: _____

Releasee's Agency: _____

Witnessed and received on behalf of the City this _____ day of _____, 20_____.

Range Agent or Law Enforcement Officer: _____

