

DEPARTMENT OF CRIMINAL JUSTICE TRAINING

Waiver of Liability, Assumption of Risk, and Indemnity Agreement
APPENDIX A

Waiver: In consideration of permission to use, today and on all future dates, MCKINNEY SKILLS DRIVING TRACK, which is part of the facilities of THE COMMONWEALTH OF KENTUCKY DEPARTMENT OF CRIMINAL JUSTICE TRAINING (hereafter, DOCJT), I, _____, on behalf of my agency, _____ for ourselves, our heirs, personal representatives or assigns, do hereby release, waive, and discharge DOCJT's directors, officers, employees, and agents from liability from any and all claims including the negligence of DOCJT, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, the use of DOCJT fleet vehicles.

Signature of User

Date

Assumption of Risks: Vehicle use, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries.

The specific risks vary from one vehicle use to another, but the risks range from minor injuries incidental to use, to major injuries arising from vehicle collisions. I acknowledge and assume this risk.

We understand that DOCJT is not responsible for any lost or stolen valuables or property from the vehicle.

While using DOCJT' driving range and facilities, We agree to conduct ourselves in a responsible manner and will refrain from engaging in inappropriate conduct, including the possession or consumption of alcohol or other intoxicants. We understand that no use of tobacco products is permissible on DOCJT or Eastern Kentucky University properties.

I acknowledge that we have received and read a copy of the current rules and regulations and policies governing the use of DOCJT fleet vehicles. We agree that we will fully comply with all rules, regulations and policies and with any amendments. We understand that we are responsible for assuring that the track and facilities are not used for any unlawful purpose or unsafe activity.

We understand that DOCJT allows no alcoholic beverages, illegal drugs, or tobacco products to be brought onto any part of the facility/premises, including parking lots.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities we will conduct on DOCJT's driving track and facilities. I hereby assert that our participation is voluntary and that we knowingly assume all such risks.

Indemnification and Hold Harmless: We also agree to INDEMNIFY AND HOLD DOCJT HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Kentucky, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further assert and warrant that I am legally authorized to enter into this agreement and assume the aforementioned risks and liabilities on behalf of my agency,

Signature of User

Date

Name of Agency