

MCKINNEY SKILLS DRIVING TRACK FACILITY USE AGREEMENT

GENERAL INFORMATION:

The requesting agency is responsible for the safety of its instructors and students while utilizing the facilities. Prior to training on the driving track, the requesting agency's designated Safety Officer will inspect the track surface area for hazards and ensure all training vehicles are safe to operate on the road network.

When using the McKinney Skills Driving Track, the requesting agency will utilize the bathrooms and phone (622-6571) located in the McKinney Skills Firing Range. The driving tower number is 622-6570.

All scheduling and changes to scheduling of the driving track facilities will be coordinated through the DOCJT Facilities Section at (859) 622-8096. Should scheduling conflicts develop with DOCJT training classes, the requesting agency may be asked to share the driving track and structures within the fenced area. If this is not practical to training needs, the Facilities Section will attempt to relocate the requesting agency to another facility or arrange for rescheduling of the requesting agency's training.

CONTRACT:

The Department of Criminal Justice Training, Kentucky Justice and Public Safety Cabinet, being the controller of the Department of Criminal Justice Training Driving Track, located on the Eastern Kentucky University campus, hereby enters into this agreement with the Lexington Fayette Urban County Government on behalf of the Lexington Police Department. for the use of said track for calendar year January 1- December 31, 2019.

In consideration for the privilege of the use of the McKinney Skills Driving Track, the User agrees to use the McKinney Skills Driving Track at its own risk and to release and hold harmless the Justice and Public Safety Cabinet and DOCJT for any harm arising from the negligence of its agents or employees

The User's failure to comply with the following terms may result in the denial of future use of the track:

1. User will check out the key to the facility from the Department of Criminal Justice Training Facilities Section in Room 107 of the Funderburk Building.
2. User will provide its own training vehicles if using the track area and ensure their safe operation for training.
3. When conducting high speed vehicle pursuit training, the user's training course must be set up in a "CLOCKWISE" direction (left turn when entering the track facility) around

Outer Loop Road. Counter clockwise direction for high speed vehicle training on the Outer Loop Road is not permitted. This is for student safety.

4. User will ensure that a first aid kit is at the training site in the event of medical emergencies.
5. User shall prevent the entry into the track area of persons not connected with the training exercise to be done pursuant to this agreement.
6. User will have present a sufficient number of certified driving instructors to maintain safety during student driving sessions. User will designate a safety officer. The safety officer shall inspect the track surface for possible safety issues prior to the start of training and ensure the mechanical safety of the training vehicles.
7. User will ensure that no damage is done to the track or structures thereon.
8. User will report damages to the Facilities Section and if determined negligent, pay for damages incurred to property or equipment while using track facility.
9. User will ensure before departure that all trash is picked up, including in the tower, and removed by user or placed in appropriate container. Burning of trash is prohibited.
10. User will make no change in the conformation of the track or its structures except for cone placement.
11. User will return cones to the original location when training is complete.
12. User will ensure before departure that the track gate and buildings utilized are locked.
13. User will not prop open exterior doorways of the McKinney Skills Driving Track building. This will trigger intrusion alerts in the alarm network.
14. No consumption of drinks and food is allowed in the observation tower or range observation room.
15. DOCJT fully complies with Eastern Kentucky University's non-smoking/non-tobacco usage policy. Smoking and tobacco use are prohibited on the DOCJT campus and in DOCJT facilities.
16. User shall return the facility key to the Facilities Section after completion of the training session or on the next business day.
17. User further agrees to abide by the terms, conditions, and agreements set forth in the "Waiver of Liability, Assumption of Risk, and Indemnity Agreement" attached hereto as Appendix A, and incorporated herein by reference.
18. The Waiver of Liability is to be signed by each person who is going to use the track.

This agreement entered into this 6 day of June 2019, by

Linda Gorton

Mayor Linda Gorton (Signature)
Lexington Fayette Urban County Government

J. Cooper

DOCJT (Signature)

User's Name (Please Print): _____

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, Linda Gorton, on behalf of my agency, LEUCG 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.

Linda Gorton
Signature of User

June 6, 2019
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's 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,

Linda Horton

Signature of User

June 6, 2019

Date

LFUCG

Name of Agency