RE 73-14

Rev. 05/2007

**STATE OF OHIO**

**DEPARTMENT OF TRANSPORTATION**

**FIRE AND/OR POLICE DEPARTMENT SERVICE TRAINING RELEASE**

|  |  |  |
| --- | --- | --- |
|  | County: |  |
|  | Route |  |
| ODOT Contact Person | Section: |  |
|  | Parcel(s): |  |
| PID: |  |
| State Job No.: |  |
| PID |  |
| ODOT Address and Phone Number | Purchased From:  |
| **Location of State Owned Property** |  |
|  |
| Fire/Police Contract Person(s) & Phone Number(s) |
| Training to be completed by:: | Click or tap to enter a date. |
| Exhibit “A” attached: [ ]  Yes [ ]  NoExhibit “B” attached: [ ]  Yes [ ]  No |
| Location of State Owned Property |

 In consideration of the Department of Transportation, **District 1,** permitting the **Fire and/or Police Department**, its officers, deputies, employees or agents to enter the property known as **Location of State Owned Property**, in it present condition, to conduct **Fire and/or Police Department** service training exercises, **the undersigned persons, hereinafter known as the** “**Releasors”**, all being of lawful age, for **themselves**, and **their** personal representatives, heirs, and next of kin, executors, administrators and assigns, hereby release, waive and forever discharge and covenant not to sue the **State of Ohio, Department of Transportation**, its officials, employees and agents, from any and all claims, demands, losses, damages, actions or right of action of every kind and nature at law or in equity, for personal injury or death or property damage arising from or out of their use of the aforementioned property of the **State of Ohio, Department of Transportation**, or any activities in connection with the **Fire and/or Police** service training exercises, whether caused by any negligence of the **State of Ohio, Department of Transportation** or otherwise and agrees to indemnify and hold the **State of Ohio, Department of Transportation** harmless against any loss, claim, cause of action, damages, liability, (including without limitation attorney fees) to the extent permitted by law for any loss or damage to property or injury to or death of any person arising from or resulting from such use of the **State’s** property. In no event and for no purpose shall Releasors be considered an employee of the **State of Ohio, Department of Transportation** during any or all parts of the activities. Releasors specifically waive any claims to Workers’ Compensation benefits from the **State of Ohio, Department of Transportation** for these activities. Releasors agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Releasors further agrees that the terms of this release, waiver, and indemnity agreement bind them, their assigns, next of kin, legatees and devisees, executors, administrators, agents, servants, and successors in interest. Releasors states that they have carefully read the above Release and know the contents of the Release and signs this Release as their own free act. This Release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

This Release contains two (2) attached exhibits. Exhibit “A” is a plan sheet, sketch or plat map detailing the structure to be used in the training service. Exhibit “B” is a signature page to be filled in and signed by each person that will enter onto the ODOT property.

**Fire and/or Police Department** training to be completed by the day       of Click or tap to enter a date.

**EXHIBIT A**

**(For plan sheet, sketch or plat map detailing the structure to be used in the training service)**

**EXHIBIT B
(Expand the rows as needed)**

| **Print Name** | **Signature** | **Date** |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
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