**TRAINING RELEASE**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, as the Chief of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby fully and unconditionally authorize the member listed below to participate in fire-rescue training to be conducted on property owned by the Town of Winterville. The members listed below have been provided with appropriate personal protective equipment. I agree to the following:

These members are: (1) listed on the Department’s Roster; (2) covered under worker’s compensation by the department listed below.

I hereby fully and unconditionally release and forever discharge the Town of Winterville, it’s employees, agents, members, officers, representatives, from any and all claims, losses, liabilities, demands, actions or causes of actions of any kind or character (including, without limitation, for attorneys’ fees, costs, and expenses), whether known or unknown, with knowledge that such may exist, whether at law or in equity, whether in contract or in tort, or under statute or otherwise, that might accrue or mature subsequent to date of this release, on account of, connected with, or growing out of participation in fire-rescue or other training participation.

I hereby agree to hold the Town andDepartment harmless and indemnify the Town of Winterville and the Winterville Fire-Rescue-EMS Department, it’s members, officers, managers, agents, employees and successors from and against any and all losses, damages, liabilities, demands, claims, suits, actions, causes, proceedings, costs and expenses including, without limitation, attorneys’ fees and third-party actions, whether sounding in tort or in contract, that may be asserted against the Town andDepartment, its employees or agents, by any person, firm, corporation or governmental agency that relates to or connected with fire-rescue training conducted by or with the Town of Winterville and the Winterville Fire-Rescue-EMSDepartment that may be conducted on or at property that may be owned by the Town of Winterville or other locations.

I hereby understand and agree that this Release shall be binding upon my executors, administrators, personal representatives, collectors, heirs, successors, and assigns, and shall inure to the benefit of the Town and Department and all of their past, present, and future, officials, officers, employees, volunteers, agents, representatives, insurers, predecessors, and successors.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the undersigned, as a member of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fire Department, attest that I am a member of this department in good standing and agree to the above terms and conditions.

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Signature Name Signature Title

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Date Date

**Approved by** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chief Officer, Winterville Fire Department Date