

**PRIVATE ENTITY TERMS OF USE
FOR THE DOUGLAS COUNTY
EMERGENCY VEHICLE OPERATIONS COURSE**

This Terms of Use Agreement, executed on this ___ day of _____, 20___, is made and entered into by and between the _____ (the “User”), and the COUNTY OF DOUGLAS, STATE OF COLORADO, for the use of certain improved property located at 8500 Moore Road in Douglas County, Colorado.

WHEREAS, Douglas County desires to allow User access to and use of the premises described on Exhibit A (the “EVOC”) attached hereto and incorporated herein; and

WHEREAS, User desires to use the EVOC for their vehicle and/or public safety training purposes; and

WHEREAS, User understands that the Highlands Ranch Law Enforcement Training Foundation, Inc. (the “HRLETF”) manages the EVOC for Douglas County.

NOW THEREFORE, the parties agree as follows:

I. TERMS AND CONDITIONS

A. User agrees to ensure that any of its employees, agents, officials, invitees or other persons associated in any way with User, abide by the current Facility Safety Plan and User Rules, and all other policies, rules, and directions of Douglas County or HRLETF staff as a condition of being allowed on the premises of the EVOC. Failure to abide by any of those policies, rules or directions may result in forfeiture of any rights or privileges under this Agreement and/or expulsion from the EVOC at the sole discretion of Douglas County or HRLETF.

B. Indemnity and Release of Liability:

1. User, its successors and assigns shall forever release, waive, discharge, and relinquish any claim of liability against Douglas County, the Douglas County Sheriff’s Office (DCSO), and the HRLETF or any of their principals, affiliates, sponsors, volunteers, agents, officials, employees, successors, and assigns from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney’s fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, in any way connected to, related to, or arising out of User’s presence or participation in any activity at the EVOC, regardless of any negligence of Douglas County, the DCSO, and/or the HRLETF.

2. To the extent permitted by law, User shall defend, hold harmless, and indemnify Douglas County, the DCSO and the HRLETF, or any of their principals, affiliates, sponsors, volunteers, agents, officials, employees, successors, and assigns from any liability in any cause of action in law or equity which may be asserted against any of them for any act or omission arising out of User’s presence at or use of the EVOC.

C. Insurance:

1. User will ensure they have sufficient insurance to cover any and all hazards, damages, costs and liabilities associated with the use of the EVOC. The User shall provide

evidence that such requirements have been met and shall provide updated information to Douglas County in the event any changes are made to the User's insurance coverage prior to any use of the EVOC.

2. General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

3. Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of User's owned, hired and non-owned vehicles on the premises at the EVOC. The policy will contain a severability of interests provision.

4. The required General Liability and Automobile Liability policies will be endorsed to include Douglas County and the HRLETF as a Certificate Holders and name both entities, their officers and employees as additional insureds. Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

5. User hereby grants to Douglas County and HRLETF a waiver of subrogation which any insurer may acquire against either entity, their officers, officials, employees, and volunteers, from User by virtue of the payment of any loss. User agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the Douglas County or HRLETF has received a waiver of subrogation endorsement from the insurer. This provision also applies to the User's Workers' Compensation policy.

6. If User maintains broader coverage and/or higher limits than the minimums shown above, Douglas County and HRLETF require and shall be entitled to the broader coverage and/or higher limits maintained by the User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Douglas County and HRLETF.

II. TERM OF AGREEMENT

A. This Agreement shall commence upon any action by User to make use of the EVOC and will continue to be in effect any time the User takes any action to make use of the EVOC unless otherwise terminated or until _____, whichever is first.

III. MISCELLANEOUS

A. Liability. Each party shall be fully responsible for its own employee(s) consistent with all applicable laws. Each party agrees to provide the other party written notice within sixty (60) days of the knowledge of any claim or controversy associated with any activity related to this Agreement.

B. No Waiver Under CGIA. Nothing in this Agreement shall be construed as a waiver by Douglas County of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.

C. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages, to sue, or bring other proceedings against either User or Douglas County because of any terms contained in this Agreement.

D. Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.

E. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

F. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

G. Survival. The rights and obligations of the parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement.

H. Notices. Any notice to be given hereunder by either party to the other may be effected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the parties at the addresses appearing following their signatures below, but either party may change its address by written notice in accordance with this paragraph.

I. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The User expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

J. Good Faith. The parties agree to work together in good faith in performing their obligations hereunder.

IN WITNESS WHEREOF, the User caused this Terms of Use Agreement to be executed by its duly authorized representatives:

Executed this _____ day of _____, 20____.

BY: _____ PRINTED NAME: _____
(Insert Name & Position of Signatory)

Date: _____

ATTEST:

By: _____

Date: _____

