



Rick Staly,

Sheriff
**FLAGLER COUNTY SHERIFF'S
OFFICE**

"An honor to serve, a duty to protect."

HR 218 Retired Officer

Release and Indemnity Agreement

I, _____ being 18 years of age or older, do hereby agree to the following terms and conditions related to my use of the Flagler County Sheriff's Office's ("FCSO") fifty (50) yard target range (hereinafter referred to as "Target Range Facilities"):

I agree to hold harmless and indemnify FCSO, the Sheriff of Flagler County, his current and former directors, officers, deputies, employees, agents, representatives, volunteers and servants from any claim, cause of action, or lawsuit resulting in property damage or personal injury to myself or others as a result of my use of the Target Range Facilities, including any claim, cause of action or lawsuit based on the negligence, actions or inactions of FCSO, the Sheriff of Flagler County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants.

I, the undersigned, intend to be legally bound hereby, for myself, my heirs, executors, and administrators, waive and release any and all rights and claims for losses and damages including, but not limited to, property damage and personal injuries, that exist, now or in the future, against FCSO, the Sheriff of Flagler County, his directors, officers, deputies, employees, agents, representatives, volunteers and servants resulting, either directly or indirectly, in connection with my use of the Target Range Facilities including any claim, cause of action or lawsuit based on the negligence, actions or inactions of FCSO, the Sheriff of Flagler County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants.

I understand that this Release and Indemnity Agreement includes any and all claims based on the negligence, actions or inactions of FCSO, the Sheriff of Flagler County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants and covers bodily injury and property damage, whether suffered by me or another person.

- a) I will abide by the following rules and regulations governing use of the tactical training facility
- b) I will abide by the instructions given by the FCSO Range Master and all FCSO Range Instructors.
- c) Violations of these rules and regulations may result in the participant not being permitted to further utilize the tactical training facility.
- d) All injuries or training accidents must be reported immediately to the Flagler County Sheriff's Office range staff. I agree that in the event any portion of this Release and Indemnity Agreement is held invalid, the balance shall continue in full force and effect.

In executing this Release and Indemnity Agreement, I represent that I have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of my own legal representative, who is an attorney of my own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Release and Indemnity Agreement have been completely read and that those terms are fully understood and voluntarily accepted by me.

In the event of litigation in connection with or concerning the subject matter of this Release and Indemnity Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorneys' fees.

Printed Name of Releasor

Signature of Releasor

Witness

Distribution: Original to Training Unit
Linked to FCSO GO # 025
FCSO # TRNG-035 (06/18)

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Range Instructor _____

ID# _____

Date _____

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