

**INDEMNIFICATION, HOLD HARMLESS
AND RELEASE AGREEMENT**

This Indemnification, Hold Harmless and Release Agreement is made and entered into this ____ day of _____, 20__, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, the Kansas City, Kansas Police Department, their officers, agents, employees, representatives, attorneys, board members, predecessors, successors and assigns, and each of them in both official and individual capacities (hereinafter collectively referred to as "KCKPD"); and, _____
(Hereinafter referred to as "Retired Officer").

WHEREAS, Retired Officer wishes to make use of the KCKPD's firing range for the purpose of performing the State of Kansas Standard Firearms Qualification Course in order to comply with the Law Enforcement Officers Safety Act Improvements Act of 2010, 18 U.S.C. § 926C;

WHEREAS, the KCKPD, is willing to permit said usage consistent with KCKPD firearms qualification policy, but is unwilling to assume the risk for Retired Officer's use of the facility;

WHEREAS, it is in the mutual interest of KCKPD and Retired Officer to enter into the agreements set forth below;

NOW, THEREFORE, in and for good consideration, the sufficiency of which is hereby mutually acknowledged, and for the mutual covenants and promises set forth herein, the KCKPD and Retired Officer enter into this Agreement, effective immediately upon execution of this document, the terms of which are as follows:

1. The KCKPD agrees to permit Retired Officer to utilize its firing range on specified dates in April and/or October for the purpose of performing the State of Kansas Standard Firearms Qualification Course in order to comply with the Law Enforcement Officers Safety Act Improvements Act of 2010, 18 U.S.C. § 926C and KSA 74-5601 et. Seq. The Kansas Law Enforcement Training Act.
2. Retired Officer agrees to release, indemnify and hold the KCKPD harmless from and against all loss, cost or expense whatsoever resulting from any claim, demand, action, cause of action or suit arising from or relating to the use of the firing range facilities in any manner whatsoever, and Retired Officer shall, at the KCKPD's request, undertake in their name the defense of all actions arising from such occurrence while the KCKPD is a defendant. Retired Officer shall also pay all costs, damages, expenses and reasonable attorney's fees incurred by the KCKPD in connection with any such claims and shall not settle any such claim against the KCKPD without the consent of the KCKPD, which consent shall not be unreasonably withheld. In the alternative, the KCKPD may undertake its own defense, but such undertaking shall not limit the Retired Officer's obligation to pay all costs, expenses and damages, if any, associated therewith.
3. This Agreement may not be amended or modified except by another written instrument signed by the party or parties to be bound thereby.
4. This agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas, and the parties hereto agree that venue is proper only in Wyandotte County, Kansas.
5. The KCKPD shall not hold harmless or indemnify Retired Officer for any liability whatsoever.
6. In the event any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not effect the remainder of the agreement which shall remain in full force and effect and shall remain enforceable in accordance with the terms hereof.
7. Each of the undersigned persons represents and warrants that he or she is authorized to execute this Agreement on behalf of the respective party, and that he or she has the full power and authority to bind such party to each and every provision of this agreement.

IN WITNESS WHEREOF, the parties have caused this Indemnification, Hold Harmless and Release Agreement to be executed by their duly authorized representative on the dates herein subscribed.

"Kansas City, Kansas Police Department":

By: Chief of Police

Date: _____

"Retired Officer": _____
(Please print full name above)

(Signature - retired officer)