

**Firearms Range Agreement
(for P.O.S.T. Licensed Officers)**

The Blue Earth County / City of Mankato Joint Powers Board (Board) and the Agency named below agree as follows:

1. Agency may use the Board's firearms range located on leased land at 57150 230th Lane in Lime Township, Blue Earth County, for firearms training activities.
2. Use of the range is limited to P.O.S.T. Board licensed officers employed by an Agency or retired law enforcement officials. Agency will not allow other persons to use the range.
3. Agency agrees to pay Board an annual fee for use of the range. The fee for the first year is \$_____. If the annual fee is increased by Board for future years, Board will communicate that increase to Agency. Agency may, at its discretion, terminate its ongoing participation in this Agreement by written notice to the Board within 30 days of the Board's mailing of written notice of the fee increase to Agency.
4. Agency is authorized to use the range for _____ days for daytime firearms activities and _____ days for nighttime firearms activities each month. The time, date, and duration of the Agency's use of the range will be scheduled and approved by the Board's Range Committee at least forty eight (48) hours prior to using the range.
5. Agency shall at all times adhere to the rules and regulations of the Range Committee and the Lime Township Board when using the range.
6. Agency recognizes that use of a firearms range could lead to personal injury or property damage. Agency assumes such risks while its personnel are present at the firearms range. Agency waives and releases Blue Earth County; City of Mankato Board; and the officials, employees, agents, and representatives of those three organizations, from and against all claims for personal injury or property damage resulting from the Agency's personnel presence at or use of the firearms range. In the event of legal action brought against Board, County of Blue Earth, City of Mankato, or the officials, employees, agents, and representatives of those three organizations seeking recovery for damages resulting from Agency's personnel's use of the firearms range, Agency agrees to defend and indemnify for all such damages, expenses, awards and legal costs incurred. This waiver, release, defend and indemnification clause relates to negligence, not to willful, wonton, or intentional misconduct on the part of a defendant.
7. Agency will have each of its participating members sign a Waiver of Liability, Defend and Indemnification Agreement (Waiver) provided by the Board before said member(s) will use the range and will provide that executed Waiver to a Board representative before the member(s) use the range.
8. Agency agrees that any personal injury or property damage which occurs to or is caused by Agency's employees or property during use of the range will be the responsibility of the Agency, and that the Agency will purchase and maintain adequate insurance for such occurrences.

**BLUE EARTH COUNTY / CITY OF MANKATO
JOINT POWERS BOARD**

AGENCY

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

**Firearms Range Agreement
(For Law Enforcement Students)**

The Blue Earth County / City of Mankato Joint Powers Board (Board) and the Agency named below agree as follows:

1. Agency may use the Board's firearms range located on leased land at 57150 230th Lane in Lime Township, Blue Earth County, for firearms training activities.
2. Use of the range is limited to students in the Agency's law enforcement program. Agency will not allow other persons to use the range.
3. Agency agrees to pay Board an annual fee for use of the range. The fee for the first year is \$_____. If the annual fee is increased by Board for future years, Board will communicate that increase to Agency. Agency may, at its discretion, terminate its ongoing participation in this Agreement by written notice to the Board within 30 days of the Board's mailing of written notice of the fee increase to Agency.
4. Agency is authorized to use the range for _____ days for daytime firearms activities and _____ days for nighttime firearms activities each month. The time, date, and duration of the Agency's use of the range will be scheduled and approved by the Board's Range Committee at least forty eight (48) hours prior to using the range.
5. Agency shall at all times adhere to the rules and regulations of the Range Committee and the Lime Township Board when using the range.
6. Agency recognizes that use of a firearms range could lead to personal injury or property damage. Agency assumes such risks while its personnel are present at the firearms range. Agency waives and releases Blue Earth County; City of Mankato Board; and the officials, employees, agents, and representatives of those three organizations, from and against all claims for personal injury or property damage resulting from the Agency's personnel presence at or use of the firearms range. In the event of legal action brought against Board, County of Blue Earth, City of Mankato, or the officials, employees, agents, and representatives of those three organizations seeking recovery for damages resulting from Agency's personnel's use of the firearms range, Agency agrees to defend and indemnify for all such damages, expenses, awards and legal costs incurred. This waiver, release, defend and indemnification clause relates to negligence, not to willful, wonton, or intentional misconduct on the part of a defendant.
7. Agency will have each of its participating members sign a Waiver of Liability, Defend and Indemnification Agreement (Waiver) provided by the Board before said member(s) will use the range and will provide that executed Waiver to a Board representative before the member(s) use the range.
8. Agency agrees that any personal injury or property damage which occurs to or is caused by Agency's employees or property during use of the range will be the responsibility of the Agency, and that the Agency will purchase and maintain adequate insurance for such occurrences.

**BLUE EARTH COUNTY / CITY OF MANKATO
JOINT POWERS BOARD**

AGENCY

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

**Waiver of Liability
Defend and Indemnification
Agreement**

Blue Earth County and the City of Mankato own a firing range (Range) located on leased land at 57150 230th Lane, Mankato, Minnesota. The Range is operated by a Joint Powers Board (Board), as specified in a Law Enforcement Shooting Range Joint Powers Agreement.

In consideration of use of the Range, the undersigned agrees that Blue Earth County, the City of Mankato, the Joint Powers Board, and the officials, employees, agents, and representatives of those three organizations shall not be liable to the undersigned, their heirs or successors, for injury, death or property damage occurring in, on or about the Range, or resulting from use of the Range.

The undersigned agrees to defend, indemnify, and hold Blue Earth County, the City of Mankato, the Board; and the officials, employees, agents, and representatives of those three organizations harmless from and against any demand, claim, loss or damage, including court costs and reasonable attorneys' fees incurred by Blue Earth County, the City of Mankato, the Board, and the officials, employees, agents, and representatives of those three organizations, arising out of any injury, death or property damage occurring in, on or about the Range, or resulting from use of the Range.

This Agreement relates to negligent conduct. It does not relate to willful, wanton or intentional misconduct on the part of a defendant.

The undersigned signs this Agreement freely, on the basis of their full understanding of their rights, and under no duress or coercion by Blue Earth County, the City of Mankato, the Board, or the officials, employees, agents, and representatives of these three organizations, and without reservation or qualification.

Signed: _____

Date: _____

**Parental Consent
(If applicable)**

I am the parent or guardian of the above-named child, and I authorize and agree to the terms of this Agreement on behalf of the above-named child.

Parent/Guardian: _____

Date: _____