

**MASTER LICENSE AGREEMENT BETWEEN
ORANGE COUNTY AND VALENCIA COLLEGE
FOR USE OF FIRE TRAINING FACILITY**

THIS MASTER LICENSE AGREEMENT (the “Agreement”), effective as of the last date of execution below (the “Effective Date”), is made by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose principal address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“County”), and **THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA** (“Valencia” or “Licensee”), a political subdivision of the State of Florida, whose principal address is 1800 S. Kirkman Road, Orlando, Florida 32811. The County and Licensee may be individually referred to as a “Party,” and collectively referred to as the “Parties.”

RECITALS

A. The County owns certain real property located at 11308 Curry Ford Road, Orlando, Florida 32828, on which the County owns and operates a Fire Training Facility (“Property” or “Facility”) to provide training and educational opportunities for the County’s Firefighters.

B. Licensee has requested a right of entry license for access to and use of the County-owned Facility in order to provide hands-on fire mitigation training and education (“Training”) at the Facility. The County agrees to permit the Licensee to utilize the Facility in providing up to six (6) County-approved fire academies (Minimum Standards Courses) and Advanced/Specialized courses each year. Details regarding the Training activities that may be offered by Valencia on the Property, are attached hereto as **Exhibit “A”**.

C. Licensee has agreed to a user fee of \$3,000 per month (\$36,000 each year) for the use of the Facility by the Licensee, and the supply and personnel fees described in **Exhibits “A,” “B,” and “D”** of this Agreement.

D. Licensee shall ensure that all Entrants, including but not limited to students, trainees, and other persons that enter the Facility to coordinate and/or receive Training execute a Hold Harmless and Release Waiver, as attached hereto as **Exhibit “C”** of this Agreement.

E. The Parties desire to enter into this Agreement for the purposes of evidencing their respective rights and obligations in connection with Licensee’s request as described above.

NOW THEREFORE, for and in consideration of the mutual promises and obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals; Exhibits. The foregoing recitals and referenced Exhibits are true and correct and are incorporated herein by reference.

2. License; No Grant of Easement. The County hereby grants Licensee a non-exclusive license over, upon, and across the Facility for the purposes hereinafter stated, all subject to the terms, conditions and limitations set forth in this Agreement. This Agreement is intended and will be construed only as a temporary license to enter the Facility for purposes of performing the Training, including Licensee's use of firefighting equipment. It is expressly stipulated that the license granted under this Agreement is for permissive use only and that any activity conducted by Licensee within the Property pursuant to this Agreement shall not operate to create or vest any easement, possessory interest, or other property right in Licensee or anyone else.

3. Purpose; Fees; Access.

(a) The sole purpose of the Agreement is to allow Licensee to access and use the Facility to complete the Training as provided by Valencia instructors, on dates and times scheduled throughout the Term, in accordance with the Valencia's annual training schedule. This schedule shall be mutually agreed upon by the Parties at the beginning of each year of the Licensee's access and use of the Facility. As consideration for such access and use, the Licensee shall pay the County a fee of \$3,000 per month (totaling \$36,000 per year), in addition to any applicable facility, prop, equipment, supply, and personnel fees associated with Valencia's Fire Standards and Advanced/Specialized Fire classes, as specified in Exhibits "A," "B," and "D."

(b) Access to the Facility will be limited to those hours between 7:00 a.m. and 10:00 p.m., Monday through Saturday, excluding County holidays, as specified in the mutually approved annual training schedule. The County shall have the option to designate one or more representatives as necessary to supervise any live burn activities of Licensee. Licensee may request to access the Property outside of the hours listed above; such request shall be granted subject to County's discretion and approval. The Licensee shall reimburse the personnel fees for supervision as listed in Exhibit "D." If the Licensee's part time instructors trained by the County to supervise live burn activities are available to perform this supervision, no additional fees shall be required.

(c) In the event of emergency conditions or unsafe conditions on or proximate to the Facility, the County may restrict or suspend the Licensee's access for as long as those conditions exist. The County shall act in good faith to accommodate the Licensee's scheduled use of the Facility, and both Parties shall cooperate in good faith to agree on any necessary adjustments to the approved annual training schedule.

4. Training Activities; Order of Interpretation.

(a) The County and Licensee shall conduct site-specific Training activities to be conducted by Licensee in accordance with the terms of this Agreement. A description of the various training activities that may occur at the Facility is provided in **Exhibit "A"** of this Agreement.

(b) Licensee shall be authorized to use the areas of the Facility for Training, specifically, the concrete and paved areas, hydrants, restrooms, designated parking, and fire training props. The County will provide one workstation for the Licensee for administrative work. Licensee can place one (1) fire apparatus and two (2) large storage containers such as Conex boxes on the site for program equipment in designated areas identified and approved by the County and provide all necessary information and fees to obtain any permit to install and site such boxes, if needed. Conex boxes and other equipment placed at the Facility by Licensee may need to be moved from time to time, as determined by County. Such moves shall be done by the Licensee at Licensee's expense or otherwise as mutually agreed upon. If an emergency scenario arises, County may temporarily move Licensee equipment from or within the Facility without notice and will contact the Licensee as soon as it safe and possible after the emergency conditions end. The Licensee shall use the Property for fire mitigation training and education in accordance with its policies and procedures and only for the lawful purposes outlined herein.

(c) In the case of conflict between or among documents related to this Agreement, the following order of precedent shall apply:

1. Any amendments to this Agreement;
2. This Agreement;

5. Licensee Warranties and Obligations.

(a) Licensee warrants that it is duly authorized to enter into this Agreement.

(b) Licensee agrees that Licensee will not use the Property for any purpose other than as stated in this Agreement and Exhibits.

(c) Licensee shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all Training activities relating to the safety and security of all persons and property affected by or involved in Licensee's use of the Property under this Agreement.

(d) Licensee shall act with reasonable care and discretion to prevent any threatened damage, injury or loss in any emergency affecting the safety and security of persons or property affected by Licensee and Entrants' use of the Property under this Agreement. If property damage occurs, Licensee shall immediately notify the County's Division Chief of Training, or his/her designee, and be responsible for the cost to repair any damage to the Property directly caused by Licensee. Licensee shall be responsible for the replacement of or supplying all consumables while using the Facility, as listed in (**Exhibit "D"**). Licensee and County will inspect and document the Facility monthly. If any damage is discovered, both parties will inspect and document the damage prior to beginning any Training for the day.

(e) Licensee shall perform the Training with all necessary and applicable licenses, permits, and registrations required by federal, state, and local law.

6. No Business Relationship. Licensee is conducting the Training at Licensee's own expense and not as a partner, principal, agent, employee, or contractor of the County. The County and its own officers, agents, and employees may, at the County's sole discretion, assist Licensee by providing relevant expertise or knowledge related to Licensee's performance of the Training. Notwithstanding the foregoing, however, nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create a partnership or joint venture between the County and Licensee.

7. Term & Renewals.

(a) This Agreement will commence upon the Effective Date and shall continue for a period of two (2) years (the "Term"), unless sooner terminated or extended as provided herein. The parties may extend this Agreement for additional periods of one (1) year upon mutual written consent. Agreement will be re-evaluated every (12) months.

(b) The Orange County Fire Chief is hereby authorized to approve or reject Licensee's written notice to extend the Term on behalf of Orange County and to provide a Term Extension which shall be executed by mutual, signed consent of authorized representatives of the Parties.

8. Termination; Remedies. This Agreement may be terminated for convenience at any time by either Party with prior written notice as set forth herein. In an emergency situation, as County determines in its sole discretion that circumstances exist which jeopardize, or could jeopardize, the safety and security of persons or property ("public safety situation"), the County may immediately suspend or terminate this Agreement without prior written notice, whereupon Licensee's obligation to make license fee payments shall be suspended for the duration of the County's suspension. In the absence of an emergency or public safety situation as described above, this Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party. If this Agreement is terminated for convenience or at will by County, all Training under this Agreement shall terminate upon the completion of all classes that are in session, on the Facility at the time of written notice of termination. Damages, if any, shall be limited to actual, out-of-pocket expenses incurred to remedy a breach of this Agreement. Speculative, consequential, punitive, or other non-actual damages are prohibited.

9. Public Records and Information Use. The Parties' use any information or data obtained from any Training pursuant to the Agreement shall be subject to compliance with all applicable laws or regulations, including but not limited to applicable public records disclosure and exemption laws including without limitation Chapter 119, Florida Statutes

10. No Interference with County Operations Permitted. Under no circumstances may Licensee or Entrants block, impede, or restrict any operations of the County on the Facility without the prior written consent or approval from the County. Any interference with County operations caused directly by Licensee's use as determined by the County in its sole discretion may result in immediate suspension of this Agreement until such interference ceases. If the County determines that Licensee's or Entrants' activities, in whole or in part, unreasonably interfere in any way with the convenient, safe, or continuous use, maintenance, or improvement of the Property,

Licensee and any Entrant will, upon receipt of verbal notice from the County, immediately discontinue the interference at no cost to the County.

11. No Warranties; As-Is. The County makes no representations about the condition of the Property, and Licensee and Entrants will enter upon the Property at their own risk. This Agreement is conditioned upon Licensee's use of the Facility "AS IS" and "WITH ALL FAULTS."

12. Limitation of Liability. In no event will either Party be responsible for any indirect damages, incidental damages, consequential damages, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

13. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

14. Insurance.

(a) Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Licensee acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes.

(b) The Licensee agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

(c) Upon request the Licensee shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.

(d) The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Licensee of its liability and obligations under this agreement.

(e) The Licensee shall require all contractors performing work under this License Agreement to procure and maintain workers' compensation, commercial general liability, business auto liability, and contractor's pollution liability coverage. The County shall be listed as

an additional insured on all general liability policies.

(f) The certificate holder shall read:

Orange County, FL
Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

15. Property Restoration. Upon completion of a training class, the Licensee will ensure that the Facility is restored to the same condition, reasonable wear and tear excepted, it was in prior to the commencement of each such training class.

16. Presence of Abnormal Conditions.

(a) Licensee agrees to refrain, and to prevent its employees and contractors from bringing any Hazardous Materials onto the Facility. Licensee hereby covenants and agrees, subject to the provisions of Florida Statutes §768.28 and without waiving any sovereign immunity, to indemnify, defend and hold the County harmless, if and only to the extent permitted by law, from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence, release, spill or discharge of any Hazardous Materials in, on or about the Facility at any time resulting directly from the acts or omissions of Licensee, its employees and officials. Without limiting the generality of the foregoing, the indemnity set forth above, if and only to the extent permitted by law, shall specifically cover any investigation, monitoring, and remediation costs. The provisions of this paragraph shall survive the termination or expiration of the Agreement.

(b) In the event, during the term of this Agreement, during and as a direct result of Licensee use, there is a spill, release, or other discharge of any hazardous substance on, in, under, or from the Facility, caused by Licensee, then, in addition to the provisions of any legal requirements requiring notice of such spill, release or other discharge, Licensee shall immediately notify the County of such spill, release, or other discharge. Such notification shall be made by telephone and in writing, and, as soon as possible after such spill, release, or other discharge, Licensee shall also provide a written follow-up notice providing the County with complete information concerning such spill, release or other discharge. For the purposes of this License, "hazardous substances or materials" shall mean: (i) hazardous substances, as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et. seq.; (ii) hazardous waste, as that term is defined by the Resource Conservation Recovery Act, 42 U.S.C. Section 6901, et. seq.; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any Environmental Law, (iv) petroleum or petroleum substances; (v) asbestos in any form or condition; (vi) polychlorinated biphenyl (PCBs) or substances or compounds containing PCBs; and (vii) hazardous substances as that term may be defined by the Florida Statutes, the rules of the Florida Department of Environmental Protection, the rules of the United States Environmental Protection Agency and the rules of the St. Johns River Water Management District.

(c) Licensee will immediately notify the County, and provide copies upon Licensee's receipt, of all written complaints, claims, citations, demands, inquiries, reports, or notices alleging a spill, release, or discharge of any hazardous substance on, in, under, or from the Facility and claimed to be caused by Licensee, employee, or independent contractor of the Licensee during the term of this Agreement, or any extension thereof. To the extent specifically required by any of the other provisions of this Agreement, Licensee shall promptly resolve any of those actions and proceedings to the satisfaction of the County.

17. No Liens. Licensee must keep the Property free and clear of all liens and encumbrances arising from the exercise by Licensee of Licensee's rights under this Agreement.

18. Notices. Unless otherwise specified in this Agreement, any notice, request, direction, instruction, payment, or other communication required or permitted to be made or given by either Party must be in writing and sent to the addresses set forth below or to such other address as a Party may designate in writing to all Parties and must be (i) delivered in person, (ii) sent registered or certified mail, return receipt requested, or (iii) sent Federal Express, USPS Express Mail, UPS, or other overnight delivery service with delivery confirmation.

If to the County:

Orange County
201 S. Rosalind Avenue
Post Office Box 1393
Orlando, FL 32802-1393

and

Orange County Fire Rescue
Attn: Orange County Fire Chief
Post Office Box 5879
Winter Park, FL 32793-5879

If to Licensee:

Dr. Jeff Goltz
Dean, School of Public Safety, Legal Studies, & Ed.
8600 Valencia College Lane
Orlando, FL 32825

William J Mullowney
Vice President for Policy and General Counsel
1800 S. Kirkman Road
Orlando, FL 32811

19. Attorneys' Fees. The Parties agree that each Party will bear the cost of its own attorney fees, paralegal fees, professional fees, and other incidental costs incurred for any action arising out of or in connection with this Agreement.

20. Enforcement; Waiver of Jury Trial. If either Party fails to perform or breaches any term, condition, warranty, obligation, requirement, duty, or covenant contained in this Agreement, the non-defaulting Party will have the right, at their option, in addition to any of its other rights, privileges, or remedies otherwise stated elsewhere in this Agreement, to bring an action for specific performance in a court of competent jurisdiction. The Parties waive their right to a jury trial for any dispute or legal action resulting from or associated with this Agreement.

21. Non-Waiver. Failure by either Party to enforce any other terms or provisions of this Agreement, however long continued, will in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

22. Applicable Law. This Agreement will be governed by and construed under and in accordance with the laws of the State of Florida. The Parties consent and agree that Orange County, Florida, will be the exclusive, proper, and convenient venue for any legal proceeding in a court of competent jurisdiction relating to this Agreement, and each Party hereby waives any defense, whether asserted by motion or pleading, that Orange County is an improper or inconvenient venue.

23. Entire Agreement. This Agreement and any applicable Exhibits contain the entire agreement of the Parties with respect to Licensee's access to the Property and supersede all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

24. Amendments. Any amendment to this Agreement, other than a Term Extension, shall be made in writing and executed in accordance with the same formalities as this Agreement.

25. Delegation. The Orange County Fire Chief is hereby authorized on behalf of the of the County to review any research materials or information produced by Licensee pursuant to the Training, subject to applicable public records laws, and to furnish any notice required or allowed under this Agreement. The Fire Chief is further authorized to approve and execute any Term Extension and approve or execute any Statement of Work without the need to seek further approval of the Board of County Commissioners so long as: (1) the Term Extension or the Training are determined by the Fire Chief to be in line with the purpose and intent of this Agreement; and (2) the Fire Chief reviews and approves the Training without requiring a change in the insurance, liability, or indemnification provisions of this Agreement. The "Agreement" shall mean and consist of the following documents: (a) any amendment signed by both Parties; (b) the terms of this Agreement; and (c) any exhibit(s), schedule(s), or descriptions and specifications incorporated into the Agreement.

26. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of that provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable shall not be affected, and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by laws.

27. Authority. Each Party to this Agreement warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

28. Headings. The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only and will not affect the construction or interpretation of this Agreement.

29. Third Party Beneficiary. There are no intended or unintended third-party beneficiaries of this Agreement.

30. Assignment. Licensee may not assign or transfer any interests, rights, or duties under this Agreement to any other party without the prior written consent of the County.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year written below their signatures.

ORANGE COUNTY, FLORIDA,
a charter county and political subdivision of
the State of Florida

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print: _____

THE DISTRICT BOARD OF
TRUSTEES OF VALENCIA
COLLEGE, FLORIDA.

WITNESSES:

Shawn Andrews

Print Name: Shawn Andrews

Yaremis Fellana
Print Name: Yaremis Fellana

By: Oscar Cristancho
Oscar Cristancho, Chief Financial
Officer

Date: 12/05/2025

(Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
[] online notarization this 5th day of December, 20 25 by Dr. Kathleen Plinske
as President of the District Board of Trustees of Valencia College, FL, who ☒ is personally
known to me or [] has produced _____ as identification.



Solange Fernández del Pino
Notary Public
State of Florida
Comm# HH296019
Expires 10/15/2026

(Notary Stamp)

Solange Fernández del Pino

Notary Public, State of Florida

Solange Fernández del Pino
Notary's Printed Name

My Commission Expires: 10-15-2026

Exhibit A
DESCRIPTION OF TRAINING

This **DESCRIPTION OF TRAINING** (“**Training**”), effective as of the date of latest execution below (the “**Effective Date**”), is issued pursuant to the Master License Agreement dated _____ (“**Agreement**”) between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (“**County**”), and **THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA** (“**Valencia**” or “**Licensee**”), a political subdivision of the State of Florida, whose principal address is 1800 S. Kirkman Road, Orlando, Florida 32811. The County and Licensee may be individually referred to as a “**Party**”, and collectively referred to as the “**Parties**.”

ALL TERMS OF THE AGREEMENT ARE HEREBY INCORPORATED INTO THIS DESCRIPTION OF TRAINING ACTIVITIES.

SITE LOCATION: Orange County Fire Training Facility: 11308 Curry Ford Road, Orlando, FL 32828

Training Activities may include but are not limited to the following:

Live Fire Training

- Structure fire simulations conducted in controlled burn buildings to replicate residential and commercial fire conditions.
- Flashover and backdraft scenario training to identify and respond to dangerous fire behavior.
- Fire behavior observation exercises to study the development and spread of fire in various environments.

Fire Suppression Techniques

- Hose handling and nozzle operation, including deployment, aiming, and advancement techniques.
- Ladder operations for both ground and aerial ladders, with a focus on safe setup and victim rescue from elevated locations.
- Pump operations training on fire apparatus, emphasizing water supply management and pressure control.

Search and Rescue Drills

- Simulated victim rescue scenarios in smoke-filled or zero-visibility environments.
- Primary and secondary search techniques for systematic and efficient building clearance.
- Use of thermal imaging cameras to locate victims and assess interior fire conditions.

Technical Rescue Training

- Vehicle extrication training using hydraulic tools to safely remove victims from simulated accident scenes.
- Hazardous materials (HazMat) response, including identification, containment, and decontamination procedures.
- Rope rescue and confined space entry techniques for complex rescue situations in vertical or restricted-access areas.

Ventilation Techniques

- Vertical ventilation training involving roof access and vent creation to control fire spread and improve interior conditions.
- Horizontal ventilation through windows and doors to manage smoke and heat during interior firefighting.

Scenario-Based Drills

- Multi-agency coordination exercises simulating large-scale emergency incidents.
- Mass casualty incident training focused on triage, treatment, and resource management.
- Disaster preparedness scenarios including response plans for wildfires, floods, and other large-scale natural events.

Exhibit B – Advanced/Specialized Fire Classes and Student Capacity

- 8-Hour Live Fire Refresher Course (30)
- 40-Hour Live Fire Course (20)
- Advanced Rigging (16)
- Aerial Ops (20)
- Can Confidence (24)
- Confined Space Needs (24)
- EVOC (30)
- Forcible Entry (24)
- Hazmat Technician (20)
- Inside Out (24)
- Keys to the City with VES (24)
- Pump Ops (20)
- Rope Tech (18)
- Rope Ops (18)
- Trench (24)
- Truck Ops I (24)
- Truck Ops II (24)
- Vent Enter Search (VES) (24)
- VMR Ops (20)
- VMR Tech (20)
- Modern Day Flashover (20)
- Engine Company Operations (20)
- Structural Collapse (20)

Exhibit C
Participant Indemnification and Release of Liability Agreement
(Valencia Fire Training Program with Orange County)

My name is _____ (“Student”). In consideration for being granted the opportunity to participate in the Valencia College Fire Training Program (“Activity”) at the Orange County Fire Training Facility located at 11308 Curry Ford Road, Orlando, Florida 32828, I am agreeing to the terms of this waiver and release of liability (“Agreement”), including the general waiver and release of liability described below and agree to be bound by the following:

Identification of Risks: I fully understand that my participation in, or observation of, the Activity means that I will be in both indoor and outdoor fire training facilities as an integral part of participation in the Activity. I will be participating in or observing activities including, but not limited to: Live-Fire Training, Fire Suppression, Search and Rescue Drills, Technical Rescue Training, Ventilation Techniques, Classroom Instruction and Scenario-Based Drills. Any of these Activities may, by their nature, expose me to a variety of risks and dangers, including the risk of serious bodily injuries, death and property damage, which injuries and damage could arise out of my own actions or inactions, or others participating in the Activity, the weather or other conditions in which the Activity takes place, my health conditions, the structure or maintenance of any facilities used in connection with the Activity and equipment used in connection with the Activity. I also fully understand that all risks are not apparent, knowable, or foreseeable. I acknowledge that use of protective equipment such as helmets and firefighter gear have benefits that may reduce or mitigate the severity of injuries to me, but use of protective equipment is not a guarantee of safety.

Assumption of Risks: I hereby knowingly and voluntarily assume all risks, known and unknown, relating to the Activity, including the risks of serious bodily injuries such as permanent disability, paralysis or death and agree to be responsible for any and all injuries, damages, costs, expenses and other losses that could arise at any time as a direct or indirect result my participation in or observation of the Activity.

Waiver and Indemnification: Aware of the risk and willing to assume them, I for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (“Representatives”), to the fullest extent permitted by law, hereby release Orange County, Florida, a political subdivision of the State of Florida, and each of their subsidiaries, officers, directors, members, managers, employees, agents, guides, trainers, doctors, officials, organizers, concessionaires, volunteers, donors or sponsors (collectively, the “Released Parties”) from any and all claims by me, or my Representatives in any way connected with my preparation for and/or participation in or observation of the Activity, both in law and in equity, in any way arising out of or resulting from damage to property or personal injury, conscious suffering, or death sustained by me or my Representatives. Release from liability includes loss, damage, or injury resulting from intentional acts, failure to act, negligence, or any other cause or causes; except where caused by the gross negligence or willful or wanton misconduct of any of the Released Parties. This waiver and release shall bind me, my Representatives, and any and all relatives, personal representatives, heirs, beneficiaries, next of kin, subrogees or assigns who might pursue any legal action or claim on my behalf.

I on behalf of myself and my Representatives further agree that I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS the Released Parties against all claims, demands and causes of action, including court costs and reasonable attorneys' fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted contrary to this Agreement for the benefit of me. This Agreement extends to all claims of every kind and nature whatsoever, whether known or unknown.

Insurance: I on behalf of myself currently have and agree to maintain throughout my participation, valid and sufficient medical and accident insurance. I understand that this is my sole responsibility and release all persons and entities from providing this coverage for me.

Emergency Medical Care: I verify that I have no past or current physical condition that might affect my participation in the Activity. In the event I am in need of emergency medical treatment, I hereby authorize any medical care provider to carry out first aid or any emergency medical care and I accept responsibility and agree to indemnify the Released Parties for all such medical care and expenses.

Photo Release: I hereby grant permission to the Released Parties the right to use my photograph(s) in all forms and media and in all manners, including composite or other representations, for brochures, advertising and any other lawful purposes, and I waive any right to inspect or approve the finished product.

Applicable Law: This waiver and release shall be governed by Florida Law and exclusive jurisdiction for any such claims shall be in Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Severability: A determination of invalidity of any one or more of the provisions or conditions hereof by judgment, order or decree of a court shall not affect in any manner the other provisions hereof which shall remain in full force and effect.

THIS AGREEMENT SHALL BE EFFECTIVE UNTIL TERMINATED IN WRITING BY ORANGE COUNTY, FLORIDA.

I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY CAREFULLY AND AM EIGHTEEN (18) YEARS OF AGE OR OLDER.

_____	_____
SIGNATURE OF PARTICIPANT	DATE

_____	_____
PRINT NAME	BIRTH DATE

ADDRESS – MAILING ADDRESS CITY, STATE, ZIP CODE

_____	_____
EMAIL ADDRESS	PHONE NUMBER

Exhibit D – Fee Schedule

Equipment Fees (per full day use, unless noted):

Fire Apparatus (per hour)	\$150.00	Two SCBA Bottles	\$25.00
Smoke Machine*	\$25.00	SCBA Compressed Air	\$25.00
Drag Dummy	\$25.00	Heavy Eq./Front End Loader	\$250.00
Hose/Appliances	\$25.00		

**Requires use of supplies*

Supplies Fees

Straw	Current Market Replacement Price
LP	Current Market Replacement Price
Smoke Fluid	Current Market Replacement Price
Wood	Current Market Replacement Price

Personnel Fees⁽¹⁾

As defined by the OCFRD Division Chief of Training, or his/her designee, the supervision of the Work and Training-related activities of Licensee for facilities, fire props and equipment, the County will be reimbursed at their applicable hourly wage rate, as outlined below.

Certified Instructor Rank	Per Hour ⁽¹⁾
Firefighter EMT	\$ 63.61
Firefighter Paramedic	\$ 73.66
Engineer EMT	\$ 72.63
Engineer Paramedic	\$ 82.68
Lieutenant EMT	\$ 79.68
Lieutenant Paramedic II	\$ 89.73
Captain EMT	\$ 90.37
Captain Paramedic II	\$100.42
Battalion Chief	\$107.13

NOTES: (1) The listed hourly wages are subject to a collective bargaining agreement that is still being negotiated at the time of the execution of this agreement (except the Battalion Chief position). The Personnel Fees shall be updated to the new hourly wage rate upon execution of the new collective bargain agreement by the Orange County Board of County Commissioners, and adjusted by future respective collective bargaining agreements' wage provisions thereafter.