**Pacific Fire Protection District**

**Lock Out**

**Waiver of Liability**

The Undersigned hereby represents as follows:

1. That the undersigned is the owner/occupant of a vehicle or structure, to which the undersigned cannot gain access;
2. That the undersigned has requested the Pacific Fire Protection District (PFPD) to gain access to the vehicle or structure on behalf of the undersigned;
3. That the undersigned understands that damage could occur to the vehicle or structure in attempts to gain access; and
4. That the undersigned is willing to assume the risk of any damage or injury, which may occur in gaining access into the vehicle or structure.

In consideration for the PFPD assisting the undersigned in gaining access to the undersigned’s vehicle, the undersigned hereby releases and holds harmless the PFPD and any and all agents, officers, servants, employees, attorneys, volunteers, or other representatives of the foregoing from any and all liability, claims, demands, actions, and causes of action, whatsoever, arising out of or related to any loss, property damage, or physical injury that may be sustained by me as a result of gaining access into my vehicle. \_\_\_\_\_ **Initials**

I further agree to defend, indemnify, and hold harmless the PFPD, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the PFPD, its officers, employees, volunteers, insurers, or self-insurance pool, on account of injury, loss or damage, including without limitation claim arising from bodily injury, personal injury, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the PFPD, its officers, its employees, its volunteers, or by any other cause. \_\_\_\_\_ **Initials**

By signing this Waiver of Liability, I hereby acknowledge and agree that said Waiver of Liability extends to all acts, omissions, negligence, or other fault of the PFPD, its officers, and/or its employees, volunteers, and that said Waiver of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri if any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full force and effect. \_\_\_**Initials**

**PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGN NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WITNESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PFPD INCIDENT #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**