

# JOINT TRAINING HOLD HARMLESS AGREEMENT

THIS JOINT TRAINING HOLD HARMLESS AGREEMENT (the "Agreement") is made and entered into by and between Northshore Fire District ("NFD") and Kirkland Fire Department ("Employing Entity"), each a "Party" and together the "Parties".

## Acknowledgement and Assumption of Risk.

Participation in firefighting training drills is inherently dangerous and carries with it a risk of injury. Employing Entity acknowledges and accepts that the training activities hosted by NFD at the Northshore Utility District Kingsgate Tank Site Training Facility ("Kingsgate Site") may have the potential for physical injury, and hereby assumes any and all risks pertaining to its employees ("Employees" or "Employee") participating in training activities hosted by NFD at the Kingsgate Site.

## Independent Contractor/Employer Responsibility.

Employing Entity acknowledges and agrees that in the performance of training activities hosted by NFD at the Kingsgate Site, any Employee participants are acting as independent contractors with regards to NFD. Any and all Employees participating in the training activities hosted by NFD at the Kingsgate Site shall be considered an employee only of Employing Entity. Each Party shall be solely and exclusively responsible for all claims of injury or damage to or by their Employees resulting from such Employees' participation in NFD hosted training activities at the Kingsgate Site.

## Indemnification.

In the event a claim or injury is alleged against NFD relating to training activities occurring at the Kingsgate site, the Employing Entity of the Employee making such claim shall fully indemnify NFD and hold it harmless from such claim. For this purpose, Employing Entity by mutual negotiation, hereby waives, as respects NFD, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

As between NFD and Employing Entities that send Employees to training exercises hosted by NFD at the Kingsgate Site, the Employing Entities and NFD acknowledge and agree they will equally apportion among themselves all claims of property or equipment damages.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the latest date the Agreement is executed by both Parties.

Northshore Fire District

By:   
Title: Acting Fire Chief  
Date: 7/9/19

Employing Entity

By:   
Title: Deputy Chief  
Date: 7/9/2019