

HOLD HARMLESS AGREEMENT

In consideration of allowing the City of Columbia, Missouri (“City”) by and through the Columbia, Missouri Fire and Police Departments and Police Department to use the real property of The Curators of the University of Missouri (hereinafter “Curators”) for training exercises in conjunction with the City of Columbia, Missouri Fire and Police Departments and (hereinafter “CFD & CPD”) the undersigned agree to the extent permitted by law to be responsible for and hold harmless Curators, its directors, officers, agents, members and employees from and against all claims of whatsoever nature or kind, including, but not limited to, those brought by employees, officers, agents, invitees and/or licensees of City, or by any third party, arising in any manner from the use of Curators’ real property for training exercises, including, but not limited to any such real property’s physical condition or defect, patent, latent or hidden, or as a result of any act or failure to act by Curators, whether or not negligent, in connection with real property used for training exercises at the following Columbia, Missouri locations:

- 115 Business Loop 70 West (Commonly known as Mizzou North)
- 303 South Sixth Street (Commonly known as Loeb Hall)
- 501 S. Sixth Street (Commonly known as London Hall)
- 1400 Carrie Francke Drive (Commonly known as Lab Animal Center)

Nothing in this Agreement shall constitute a waiver of the defense of sovereign immunity. City acknowledges that this Agreement shall remain in full force and effect so long as Curators consent to the CFD & CPD utilizing the real property of Curators referenced above for training exercises, which such consent may be revoked at any time, with or without prior notice; provided, however, in no event shall the consent herein given extend beyond one (1) year from the date of the last signatory below.

By signing below, each individual, in their official capacity, is representing that they are duly authorized, on behalf of Curators and City respectively, to agree to the terms of this Agreement and execute same so as to establish a legally binding agreement.

I THE UNDERSIGNED HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE SURRENDERED SUBSTANTIAL RIGHTS BY SIGNING IT AND FURTHERMORE SIGNED THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT, DURESS, COERCION OR ASSURANCE OF ANY NATURE.

IN WITNESS WHEREOF, Curators and City have executed this Agreement as of the ____ day of _____, 2022.

The Curators of The University of Missouri

By: _____

Print Name: _____

Date: _____

City of Columbia, Missouri

By: _____

De'Carlton Seewood, City Manager

Date: _____

ATTEST:

By: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____

Nancy Thompson, CITY COUNSELOR/MDB