

EXHIBIT A

RELEASE AND HOLD HARMLESS AGREEMENT

In consideration for the donation of sixteen (16) Scott Self Contained Breathing Apparatus ("SCBA") pursuant to from the Township of West Orange (the "Township") to Morris County Public Safety Training Academy as part of its educational program (the "Academy"), the Academy:

1. Hereby agrees to hold harmless the Township from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other claim asserted from or by the Academy, including its volunteers, its staff, its students, its agents and representatives whatsoever, related to the use of the SCBAs consistent with this hold harmless agreement.
2. Hereby agrees to fully defend, indemnify, and hold harmless the Township from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, or negligence on the part of the Academy, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers, including but not limited to personal injury and/or property damage arising out of the use of the SCBAs. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the Township for all legal fees, expenses, and costs incurred by it.
3. Hereby assumes full and sole responsibility for compliance with any and all local, state or federal laws, ordinances, regulations or rules applicable to the use of the SCBAs for the purposes described herein.
4. Hereby acknowledges that the SCBAs have not been in use for approximately four (4) years and agrees that it shall be the full responsibility of the Academy to test the SCBAs to insure the same properly function. The Academy understands and acknowledges that it shall indemnify and hold the Township harmless from any and all damages caused by any potentially defective SCBAs.

The undersigned represents and warrants that he has full authority to enter into this agreement, has entered into this agreement voluntarily after reading and understanding it, and that no other oral representations, statements or inducements apart from the foregoing written agreement have been made.

MORRIS COUNTY PUBLIC SAFETY
TRAINING ACADEMY

By: _____

Dated: December __, 2024