

RESOLUTION

A RESOLUTION OF THE COUNCIL FOR THE CITY OF SOMERSET, KENTUCKY, authorizing the Mayor to sign the necessary documents and releases to enable the City of Somerset Police Department to participate in THE CENTER FOR RURAL DEVELOPMENT's Segway Human Transporters™ field evaluations.

WHEREAS, THE CENTER FOR RURAL DEVELOPMENT administers a grant from the National Institute of Justice ("NIJ") to manage an equipment standards and testing program with and through the public safety community throughout the United States; and

WHEREAS, in furtherance of this program, THE CENTER FOR RURAL DEVELOPMENT has acquired Segway Human Transporters™ to conduct a series of field evaluations to determine if the device has practical application within certain law enforcement, corrections and first responder environments; and

WHEREAS, the City of Somerset's Police Department wishes to participate in said field evaluations;

NOW THEREFORE, be it resolved and ordained by the Common Council of the City of Somerset, Kentucky this the 8th day of June, 2009, that:

- I. The City hereby authorizes the Mayor to sign necessary documents, including but not limited to, a Release of Liability, Assumption of Risk and Indemnity Agreement, in order for the City's Police Department to participate in the above stated evaluations.
- II. This resolution shall be in full force and effect upon passage by the common council.

Approved by the Common Council of the City of Somerset on this the 8th day of June, 2009. Motion by: Pat Boone and seconded by Joseph Neeldan
Members present voting 11 in favor.

ATTEST:

David Godsey
City Clerk, David Godsey

Eddie Girdler
Mayor, Eddie Girdler

Release of Liability, Assumption of Risk and Indemnity Agreement

THE CENTER FOR RURAL DEVELOPMENT, a not for profit corporation, existing under the laws of the Commonwealth of Kentucky, administers a grant from the National Institute of Justice ("NIJ") to manage an equipment standards and testing program with and through the public safety community throughout the United States. In furtherance of this program, THE CENTER FOR RURAL DEVELOPMENT has acquired Segway Human Transporters™ to conduct a series of field evaluations to determine if the device has practical application within certain law enforcement, corrections and first responder environments.

The Segway Human Transporter™ is a motorized two-wheeled vehicle. The use of these vehicles involves a certain degree of risk that could result in property damage, personal injury, or death.

In consideration for being permitted to participate in any way: the use/loan of a Segway Human Transportation™ vehicle (hereafter called the "Program"), the undersigned on behalf of the City of Somerset expressly agrees to release, waive, discharge, indemnify and hold harmless THE CENTER FOR RURAL DEVELOPMENT, and NIJ, its and their officers, employees, agents and assigns against any and all liability, wrongful or illegal acts, claims, losses, damages, or costs which may result from the personal injury, accidents, illnesses (including death), or property damage arising from or in any way relating to the City's participation in the Program.

The Undersigned on behalf of the City of Somerset shall, as a condition precedent to City employees being allowed to participate in the Program, provide evidence of comprehensive general liability insurance with a minimum coverage of one million (\$1,000,000) dollars per occurrence per person and accident.

THE CENTER FOR RURAL DEVELOPMENT, AND NIJ MAKES NO WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER WHATSOEVER AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

Invalidity of any provision hereof by reason of the law of any state or for any other reason shall not render the other provisions hereof invalid.

This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to conflicts of laws rules.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I, as Mayor of the City of Somerset, with authority and responsibility for the City of Somerset's employees participating in the demonstration project as described above, agree to all terms and conditions of this Release of Liability, Assumption of Risk and Indemnity Agreement, understand it and sign it freely, fully and without reservation. I acknowledge and understand this Agreement is a FULL AND COMPLETE RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, that it includes any and all claims for any reason, INCLUDING NEGLIGENCE. I certify that I have the authority to sign the foregoing Release of Liability, Assumption of Risk and Indemnity Agreement on behalf of the City of Somerset as evidenced by the attached resolution passed by the Somerset City Council. I further certify that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made.

WITNESS:



City Clerk, City of Somerset



Mayor, City of Somerset

June 8, 2009
Date

Reviewed by City Attorney:


