

CITY FACILITY

Waiver, Release, and Indemnification Agreement

This Waiver, Release and Indemnification Agreement (“Agreement”) is entered into between the City of Elko New Market (“City”) and _____ (“Renter”).

THIS IS A WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT. THE RENTER MUST READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

WHEREAS, the City owns the following park facilities:

- Wagner Park Shelter
- _____
- _____
- Public Park or Ice Arena Parking Lot
- Other: _____

(Check all that apply) (“City Facilities”);

WHEREAS, Renter requests to utilize the City Facilities for the following events and/or activities: _____ on the following dates: _____ (“Events and Activities”);

WHEREAS, use of the City Facilities by the Renter requires the release and indemnification of the City as set forth in this Agreement;

NOW, THEREFORE, in consideration for being permitted to use the City’s Facilities and engage in the above-described Events and Activities on the City’s property, Renter and its members, participants, representatives, servants, agents, successors, predecessors, assigns, employees, invitees, guests, officers, and directors (collectively referred to herein as “Renter”) hereby acknowledge, represent, and agree as follows:

- (1) Renter understands that the use of the City’s Facilities and the participation in the above-described Events and Activities may involve risk of injury, loss, or damage to the participants and/or third parties. The Renter acknowledges that such risks may include, but are not limited to, bodily injury, personal injury, sickness, disease including without limitation exposure to Covid-19 and other communicable diseases, death, and property loss or damage. By executing this Agreement, Renter assumes all such risks.
- (2) Renter acknowledges that the above-described Events and Activities are not essential services provided by the City, and are not sponsored by or affiliated with the City.
- (3) Renter agrees to procure, keep in force, and pay for insurance coverage from an insurer acceptable to the City in an amount required by the City, for the duration of the above-described Events and Activities and the term of this Agreement.
- (4) By signing this Agreement, Renter does hereby expressly assume all risk of injury, exposure to illness including Covid19, loss, or damage to Renter, its organizers, participants, members, spectators, invitees, agents, volunteers, vendors, contractors, employees, and guests, and any third parties, arising out of or in any way related to the above-described Events and Activities or use of the City’s Facilities, whether or not caused by the act, omission, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, or by any other cause.
- (5) By signing this Agreement, Renter hereby excepts, releases, and discharges the City, its officers, officials, agents, contractors, servants, employees, and insurers, from any and all claims, demands, and actions for such injury, loss, or damage suffered by Renter, its organizers, participants, members, spectators, invitees, agents, volunteers, vendors, contractors, employees, and guests, and any third parties, arising out of or in any way

related to the above-described Events and Activities or use of the City's Facilities, whether or not caused by the act, omission, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, or by any other cause. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the City or anyone acting on behalf of the City.

- (6) Renter further agrees to defend, indemnify, and hold harmless the City, its officers, officials, attorneys, employees, and insurers from and against all liabilities, claims, causes of action, demands, losses, damages, judgments, and other obligations (including attorneys' fees and costs), including those arising from any third party claims, on account of injury, loss or damage (including without limitation claims arising from bodily injury, personal injury, sickness, disease including without limitation exposure to Covid-19 and other communicable diseases, death, property damage or loss, or any other loss of any kind whatsoever) which arise out of or are in any way related to the above-described Events and Activities or the use of the City's Facilities and property, whether or not caused by the Renter; the act, omission, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees; or any other cause.
- (7) The City shall not be liable or in any way responsible for personal property belonging to the Renter or its guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives, or servants. The Renter shall indemnify, defend, and hold harmless the City for any loss or damage to personal property suffered by the Renter or its guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives, or servants.
- (8) By signing this Agreement, Renter hereby acknowledges and agrees that this Agreement extends to all acts, omissions, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, and that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion of this Agreement is held invalid, it is further agreed that the balance of the Agreement shall, notwithstanding, continue in full legal force and effect.
- (9) Renter understands and agrees that this Agreement shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any lawsuit or cause of action arising under or related to this Agreement, the use of the City's Facilities, or the Events and Activities referenced herein, shall lie in the Scott County District Court, State of Minnesota.
- (10) This Agreement shall be effective as of the date of this Agreement, shall continue in full force until the responsibilities hereunder are fully discharged, shall survive the completion of the above-described Events and Activities, and shall be binding upon Renter, its agents, successors, representatives, heirs, executors, assigns, and transferees.
- (11) By executing this Agreement, Renter acknowledges that it has read this entire Agreement, understands and agrees to its content, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The Renter understands that entering into and signing this Agreement affects the Renter's legal rights and results in the Renter giving up or waiving certain legal rights.
- (12) The terms of this Agreement cannot be modified or changed in any way by oral agreement or representation.
- (13) Renter shall not assign or transfer its rights and privileges under this Agreement.
- (14) If applicable, Renter acknowledges that it has received a copy of the Park Shelter Rules and Regulations, the terms of which are incorporated herein by reference, and agrees to be bound by the same. Renter shall be responsible for ensuring compliance with the Rules and Regulations by the Renter's organizers, participants, members, spectators, invitees, guests, agents, volunteers, vendors, contractors, employees, representatives, and servants.
- (15) Renter agrees to request all attendees adhere to CDC recommendations and social distancing guidelines as much as possible in relation to a pandemic, including Covid-19.

- (16) If Events and Activities includes an event using City Facilities to host a drive by event or other similar event involving the use of motorized vehicles in an effort to follow governmental social distancing guidelines, the following terms and conditions apply:
- a. Renter shall provide a traffic control plan acceptable to the City, Police Department, and Fire Department no less than 10 days prior to Event.
 - b. Renter agrees to request all attendees adhere to CDC recommendations and social distancing guidelines as much as possible.
 - c. Renter has sole responsibility for right-of-way traffic control related to any Event or Activity. In the event Renter requires right-of-way traffic control assistance for the event, they must contract directly with local law enforcement.

IN WITNESS THEREOF, this Release and Indemnification Agreement is executed by the Renter, acting by and through the undersigned individual, who represents that he or she has the necessary and proper authority to bind the Renter hereto.

SIGNATURE OF RENTER

Printed Name

Date