

## Waiver, Release, and Indemnification Agreement

This Waiver, Release and Indemnification Agreement (“Agreement”) is entered into between the City of Stillwater (“City”) and \_\_\_\_\_ (“User”) for use of the following City facilities: \_\_\_\_\_ (“City Facilities”) by the User for the following events and/or activities: \_\_\_\_\_ (“Events and Activities”).

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

User is using certain City Facilities for Events and Activities and prior to such use, City 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 Facilities and engage in the above-described Events and Activities on the City’s property, User and its members, participants, representatives, servants, agents, successors, predecessors, assigns, employees, invitees, guests, officers, and directors (collectively referred to herein as “User”) hereby acknowledge, represent, and agree as follows:

- (1) User agrees to comply with all rules, regulations, policies and guidelines for use of City Facilities, including those related to COVID-19.
- (2) User understands that the use of the City 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 User acknowledges that such risks may include, but are not limited to, bodily injury, personal injury, sickness, disease, including exposure to COVID-19, death, and property loss or damage. By executing this Agreement, User assumes all such risks.
- (3) By signing this Agreement, User does hereby expressly assume all risk of injury, exposure to illness, including COVID-19, loss, or damage to User, 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 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.
- (4) By signing this Agreement, User hereby excepts, releases, discharges and holds harmless 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 to persons or personal property suffered by User, 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 Facilities. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the City.
- (5) By executing this Agreement, User acknowledges that it has read this entire Agreement, understands and agrees to its content, has explained it to the members of its organization, if any, and signs it as a free and voluntary act, on behalf of its organization having had an adequate opportunity to consider its terms and conditions. The User understands that entering into and signing this Agreement affects the User’s legal rights and results in the User giving up or waiving certain legal rights.

\_\_\_\_\_  
SIGNATURE OF USER  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
DATE